

LEPELLE NKUMPI LOCAL MUNICIPALITY



BID DOCUMENT

BID NO.LNM002/2021/22

ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-NKUMPI LOCAL MUNICIPALITY AREA (RE-ADVERT)

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
TECHNICAL SERVICES MR. MXOLISI BEMBE LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 TEL: 015 633 4552 Fax: (060) 632 4594	SUPPLY CHAIN MANAGEMENT MR JEFFRY PITSENG LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 TEL: (060) 633 4531 Fax: (060) 633 6896

NAME OF BIDDER (BIDDING ENTITY) :

CSD NUMBER :

CLOSING DATE : 24 JANUARY 2022

CLOSING TIME : 11H00

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

R..... (In figures)



EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fullfilment

**ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-
NKUMPI LOCAL MUNICIPALITY AREA**

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Contractor

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Employer

Witness 1

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LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2021/22

ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-NKUMPI LOCAL MUNICIPALITY AREA (RE-ADVERT)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RESPONSIVENESS AND EVALUATION CRITERIA

The Lepelle-Nkumpi Municipality will consider no Bid unless it meets the following responsiveness criteria:

Pre-qualification criteria for preferential procurement

- 1) That only one or more of the following tenders may respond
 - An EME or QSE
 - A tenderer who fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Administrative compliance

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Tax Compliance Pin/ CSD number must be completed in MBD form 1
- Bid document must be completed in full and each page of the bid initialized or signed
- MBD (1,3.1,3.1,4,6.1,6.2,7.2(part1),8,9) ,Bid Forms(A,B,C,E,F,I,J,K,L,P) and Contract data part C1.2 and C2 must be completed in full and each page of the bid initialized or signed
- Alterations must be signed/initialized
- Certified copy of COIDA registration
- Copy of the company registration certificate must be submitted with the bid.
- Certified copy of Identity document (ID) of all director (s) must be attached (certification date must not be older than 3 months)
 - **3 EP or higher CIDB Grading**
 - **Local Content Annexures (C, D and E) – only local produced material will be considered.**
 - Only local produce products will be considered, Local Content Annexures (C,D and E) must be fully completed with line with the stipulated minimum threshold as stated below:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Short Description	Required Minimum Threshold for Local Production and Content
Poles	100%
Transformers	90%
Conductors	90%
Meters	50%

- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
 - Authority for signatory form to be completed and attach resolution of the director/s.
 - Letter of good standing from Department of Labour
 - THE USE OF CORRECTION FLUID (TIPPEX) WILL AUTOMATICALLY INVALIDATE YOUR BID
 - Late bids shall not be admitted for consideration.
- **Bidder (Company or director/partner or sole propriety) must attach proof that municipal rates on municipality letterhead are not older than 90 days. If the statement of municipal rates is not in the name of the bidder an affidavit from SAPS must be attached.**
OR
 - **Letter of traditional authority not older than 90 days for bidder.**
OR
 - **In case of a lease agreement, statement of municipal rates of the lessor/lessee should also be attached.**
- Bidders must attach the Statement of Municipal Rates on the municipality letterhead not older than 3 months for the company and all directors (if the Statement of Municipal Rates is not in the name of bidder and all directors affidavit from SAPS must be attached) or letter from Traditional Authority not older than 3 months for the company and all directors or a lease agreement accompanied by the municipal rates of the lessor for the company and all directors.
 - The bid will be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the Municipality or Municipal entity, or to any other Municipality or Municipal entity are in arrears for more than three months (90 days)
 - **Recovery of rates in arrears from tenants and occupiers**
 - (1) If an amount due for rates levied in respect of a property is unpaid by the owner of the property after the date determined in terms of section 26(2), the municipality may recover the amount in whole or in part from a tenant or occupier of the property, despite any contractual obligation to the contrary on the tenant or occupier. The municipality, may recover an amount only after the municipality has served a written notice on the tenant or occupier.
 - (2) The amount a municipality may recover from the tenant or occupier of a property in terms of subsection (1) is limited to the amount of the rent or other money due and payable, but not yet paid, by the tenant or occupier to the owner of the property.
 - (3) Any amount a municipality recovers from the tenant or occupier of the property must be set off by the tenant or occupier against any money owed by the tenant or occupier to the owner. The tenant or occupier of a property must, on request by a municipality, furnish the municipality with a written statement specifying all payments to be made by the tenant or occupier to the owner of the property for rent or other money payable on the property during a period determined by the municipality Proof of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached (Not older than 3 months).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE NKUMPI LOCAL MUNICIPALITY

ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-NKUMPI LOCAL MUNICIPALITY AREA

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER

FAX NUMBER :

E-mail ADDRESS

CONTRACT PRICE : R.....
(Amount brought forward from the Form of Offer and Acceptance)*

Signed by authorised representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2021/22 ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE- NKUMPI LOCAL MUNICIPALITY AREA

Bid documents containing the Conditions of Bid are available from Municipal, CIDB website and etender portal

The completed Bid document, fully priced and signed must be sealed in an envelope marked "BID number" should be deposited in the tender box at the Lepelle-Nkumpi Municipality Civic Centre, Lebowakgomo, not later than 11:00 on 24 JANUARY 2022.

The Lepelle-Nkumpi Municipality is not compelled to accept the lowest or any bid. No late, faxed or telephonic bids will be accepted. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

The Municipality shall adjudicate and award bids in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and its amended regulations, **Pre-qualification criteria for preferential procurement, Local content, 100 points Functionality, 80/20 point system where 80 points are for price and 20 points for B-BBEE Level of contribution**, and prospective bidders must accept that the bid price will be adjudicated, according to the said legislation. Bids will remain valid for **90 (Ninety)** days.

Enquiries related to Technical specifications should be addressed to Technical services **Mr Maribe Makgale/Mxolisi Bembe** to telephone number (015) 633 4559/55

MANKGA KG
ACTING MUNICIPAL MANAGER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NKUMPI MUNICIPALITY

BID NUMBER:	LN002/2021/22	CLOSING DATE:	24 JANUARY 2022	CLOSING TIME:	11H00
DESCRIPTION	ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE- NKUMPI LOCAL MUNICIPALITY AREA				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS

LEPELLE-NKUMPI MUNICIPALITY					
UNIT 170 BA, CIVIC CENTRE					
LEBOWAKGOMO					
0737					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R.....
SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Lepelle-Nkumpi Municipality	CONTACT PERSON	Mr Maribe Makgale
CONTACT PERSON	Mr Jeffrey Pitseng	TELEPHONE NUMBER	015 633 4559/55
TELEPHONE NUMBER	015 633 4531	FACSIMILE NUMBER	(015) 633 6896
FACSIMILE NUMBER	(015) 633 6896	E-MAIL ADDRESS	Maribe.Makgale@lepelle-nkumpi.gov.za
E-MAIL ADDRESS	Jeffrey.pitseng@lepelle-nkumpi.gov.za		

MBD1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

- 2.1 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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2021/22

ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-NKUMPI LOCAL MUNICIPALITY AREA

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (Jan 2009) as published in Government Gazette No: 36023, Board Notice 11 of 2008 of 30 February 2009. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	
F.1.1	The Employer is: Lepelle Nkumpi Local Municipality Private Bag x07 Chuenespoort 0745
F.1.2	The Tender documents issued by the Employer comprise the following documents: THE TENDER Part T1 : Tendering Procedures

Contractor

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Employer

Witness 1

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	<p>T1.1 Tender Notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of Returnable documents</p> <p>T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p>
F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>
F.1.4	<p>The Employer is:</p> <p>LEPELLE NKUMPI LOCAL MUNICIPALITY</p> <p>PRIVATE BAG X07</p> <p>CHUENESPOORT</p> <p>0745</p>
F.1.5.1	<p>Reject or accept</p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>
F.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p>
F.2.1	<p>Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 3EP or higher class construction work, are eligible to have their tenders evaluated.</p>

Contractor

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Employer

Witness 1

Witness 2

	<p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a Contractor grading designation in the 3EP or higher class of construction work; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EP or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations. <p>Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders. The Tenderer must have a staff member who has completed, or, is registered for training towards, the NQF level 5-unit standard "Develop and Promote Labour Intensive Construction Strategies".</p>
F.2.2	<p>Compensation of tendering</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
F.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
F.2.4	<p>Confidentiality and copyright</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
F.2.5	<p>Reference documents</p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
F.2.6	<p>Acknowledge Addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.7	The arrangements for a compulsory site meeting are: not applicable
F.2.10	Pricing the tender State the rates and prices in Rand.
F.2.11	Alterations to documents Do Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
F2.13.3	Tender offer communicated on paper shall be submitted as an original
F.2.13.5	The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-NKUMPI LOCAL MUNICIPALITY AREA Closing Date and Time: 24 JANUARY 2022 Closing Time: 11h00 Location of Tender box: B170 CIVIC CENTRE, UNIT F, LEBOWAKGOMO Physical address: B170 CIVIC CENTRE, UNIT F, LEBOWAKGOMO
F.2.13.9	Telephonic, telegraphic, telefax, facsimile or e-mailed tender offers will not be accepted.
F.2.14	Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
F2.60	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.16	The Tender offer validity period is 90 Days .
F.2.60	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <p>(1) an original valid Tax Clearance Certificate issued by the South African Revenue Services; and</p> <p>(2) an original or certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation.</p> <p>(3) In case of Joint Venture – the Joint Venture Agreement.</p>
F.3.4	<p>The time and location for opening of the Tender offers are:</p> <p>Closing Date: 24 JANUARY 2022 Closing Time: 11h00</p> <p>Location: Lepelle-Nkumpi Local Municipality, B170 Civic Centre, Unit F, Lebowakgomo</p>
F3.11	<p>Evaluation of Tenders</p> <p>All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Lepelle-Nkumpi Local Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.</p> <p>Method 4 of Evaluation will apply (Quality, Financial offer and Preference Points)</p> <p>Bidders must satisfy functionality requirements points before they can be evaluated on price and Preference Points.</p> <p>90 points will be allocated to price using formula 2 option 1 of the Standard Conditions of Tender the formula used will therefore be as follows:</p> $90 \times \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ <p>P_m denotes the comparative offer of the most favourable comparative offer P denotes the comparative offer of the tender offer under consideration.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Functionality will be evaluated against the following detailed requirements and a minimum of 60 points must be scored to qualify for further evaluation:																	
	<table><tr><th>Functionality</th><th>Points allocation</th></tr><tr><td>Company Experience (Certified copies of appointment letters and completion certificates in construction and maintenance of high mast lights projects) 1 – 2 appointment letters and completion certificates 3 – 6 appointment letters and completion certificates 7 – above appointment letters and completion certificates Total</td><td> 10 25 40 40</td></tr><tr><td>Project Manager with minimum National Diploma (NQF6) Electrical and relevant working experience of five years (attached certified copies of qualification and two page CV with contactable references). Safety Officer with minimum of SAMTRAC certificate or Diploma in Safety with minimum two years relevant working experience (attached certified copies of qualification and two page CV with contactable references). Total</td><td> 10 10 20</td></tr><tr><td colspan="2">FINANCIAL REFERENCE</td></tr><tr><td>Attached letter of intent from Registered financial institution with full details as guarantor in the amount of 10% as specified for surety purposes Total</td><td> 20 20</td></tr><tr><td>TARGETED GOALS: (Proof of registration documents of Plant or letter of intent to rent)Required plant: Crane truck greater than 7 ton with a crane (load test certificate) certificate registered with truck documentation> (NB. Letter of intent to rent must be accompanied by proof of registration.) Total</td><td> 20 20</td></tr><tr><td>Functionality Threshold</td><td>60</td></tr><tr><td>Total Points for Functionality</td><td>100</td></tr></table>	Functionality	Points allocation	Company Experience (Certified copies of appointment letters and completion certificates in construction and maintenance of high mast lights projects) 1 – 2 appointment letters and completion certificates 3 – 6 appointment letters and completion certificates 7 – above appointment letters and completion certificates Total	 10 25 40 40	Project Manager with minimum National Diploma (NQF6) Electrical and relevant working experience of five years (attached certified copies of qualification and two page CV with contactable references). Safety Officer with minimum of SAMTRAC certificate or Diploma in Safety with minimum two years relevant working experience (attached certified copies of qualification and two page CV with contactable references). Total	 10 10 20	FINANCIAL REFERENCE		Attached letter of intent from Registered financial institution with full details as guarantor in the amount of 10% as specified for surety purposes Total	 20 20	TARGETED GOALS: (Proof of registration documents of Plant or letter of intent to rent)Required plant: Crane truck greater than 7 ton with a crane (load test certificate) certificate registered with truck documentation> (NB. Letter of intent to rent must be accompanied by proof of registration.) Total	 20 20	Functionality Threshold	60	Total Points for Functionality	100	
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Functionality Threshold	60																	
Total Points for Functionality	100																	
F.3.60	The number of paper copies of the signed contract to be provided by the Employer is one.																	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>The additional conditions of Tender are:</p> <p>1 Lepelle-Nkumpi Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out project.</p> <p>2 The Lepelle-Nkumpi Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p> <p>3 The Lepelle-Nkumpi Local Municipality reserves the right to appoint a different Service Provider for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.</p> <p>4 The bid document shall be submitted as a whole and shall not be taken apart.</p> <p>5 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the LNM to complete PART T2 on behalf of the bidder)</p> <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected</p>
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Annex F
(Normative)
Standard Conditions of Tender

- Note:
- 1 These Standard Conditions of Tender are identical to that contained In Annex F of SANS 294: 2004, *Construction Procurement Processes, Procedures and Methods*.
 - 2 Annex E of SANS 294, *Construction Procurement Processes, Procedures and Methods*, and SAICE's Practice Manual #1, *The use of South African National Standards in Construction Procurement* , provide guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

Contractor

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Witness 2

Employer

Witness 1

Witness 2

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.

The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

Contractor

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Employer

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F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting@) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

Contractor

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F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Mack ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data.

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

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F.2.60 Closing time

F.2.60.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.60.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.60 Provide other material

F.2.60.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.60.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

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

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data

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F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Nondisclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price

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and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1 : Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2 : Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. [5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3 : Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4 : Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

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F.3.11.2 Scoring Financial Offers

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

N_{FO}	= $W_1 \times A$ where:		
N_{FO}	= the number of tender evaluation points awarded for the financial offer.		
W_1	= the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.		
A	= a number calculated using either formulas 1 or 2 below as stated in the Tender Data.		
Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring for B-BBEE

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

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

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Employer

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F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.60. Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.60 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

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Employer

Witness 1

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LEPELLE NKUMPI LOCAL MUNICIPALITY



ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE- NKUMPI LOCAL MUNICIPALITY AREA CONTRACT NO. LNM002/2021/22

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:**
2. **VAT Registration number, if any:**
3. **CIDB Registration number:**
4. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

5. Particulars of companies and close corporations:

Company Registration Number:

Close Corporation Number :

Tax reference Number :

6. Record in the service of the state:

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of Directors of any Municipal entity

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

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

Name of sole proprietor, partner, director, manager or principal stakeholder or stakeholder	Name of Institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within the last 12 months

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Shareholders register

3. For Joint Venture Agreements

Copy of the Joint Venture Agreement between all the parties, as well as the documents in (1) or (2) of each Joint Venture member.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

:

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:**Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:

**ATTACH HERETO THE DULY SIGNED AND DATED
ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF
SIGNATORY ON COMPANY LETTERHEAD**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D PREFERENCE SCHEDULE

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals. **Failure on the part of a Tenderer to sign this form will be interpreted to mean that point preference is not being claimed.**

The acceptable Tenderer obtaining the highest number of points will be awarded the contract. For Tenders with a Tender amount equal to or below R 1 000 000 a maximum of 80 points is allocated for price and a maximum of 20 points for B-BBEE. For Tenders with a Tender amount above R 1 000 000 a maximum of 90 points is allocated for price and a maximum of 10 points for B-BBEE.

The points for the meeting of specific goals may only be awarded to an enterprise which is a legal entity, registered as an income tax payer with the South African Revenue Services, and which is an independent and operating enterprise which performs commercially useful functions as set out below. Points can be denied where an enterprise subcontract more than 25% of the value of the contract (excluding SMME's and emerging contractors and materials) at the time of award, exclusive of all VAT, allowances for contingencies, escalation and provisional sums, to other entities.

DEFINITIONS

“Acceptable Tender” means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation.

“Council” refers to the Lepelle Nkumpi Local Municipality.

“Equity ownership” refers to the percentage ownership and control, exercised by individuals within an enterprise.

“HDI equity ownership” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

“Historically disadvantaged individuals (HDIs)” means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“**SMME’s**” (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).

Tenders are adjudicated in terms of Lepelle-Nkumpi Local Municipality Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria

- **Tenders will be adjudicated in terms of inter alia:**
- **Compliance with Tender conditions**
- **Technical specifications**

If the Tender does not comply with the Tender conditions, the Tender may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling or signing next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. pencil.
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
- No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialed by the authorised person in order for the document to constitute a proper Contract between the Employer (Lepelle-Nkumpi Local Municipality) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. Size of enterprise and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

4. Previous experience

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

5. Financial ability to execute the contract:

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

6. If the Tender does **not** meet the requirements contained in the Lepelle Nkumpi Local Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

7. Penalties

The Lepelle-Nkumpi Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the contractor, its shareholders and directors on obtaining any business from the Lepelle-Nkumpi Local Municipality for a period of 5 years.

8. List all shareholders by name, identity number, citizenship, status, ownership, as relevant

Name	ID Number	Date obtained South African citizenship	HDI status				Youth Yes/No	Percentage equity ownership, or in the case of a joint venture, the percentage of the contract to be managed or executed by targeted persons (%)
			No franchise in national elections (black persons)		Women	Disabled person		
			PPG (African)	Coloured, Indian				

8.1.1 How long has the entity been in existence ?

8.1.2 Describe principal business activities:

.....

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax :

Date :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H CERTIFICATE OF ATTENDANCE AT SITE MEETING
--

I have made myself familiar with the site and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

REPRESENTATIVE OF TENDERER

REPRESENTATIVE OF EMPLOYER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I PROPOSED KEY PERSONNEL

Please list the personnel that you intend to appoint on this contract.			
DESCRIPTION	<u>Name</u> of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Contract Manager			
Site Agent			
Clerk			
Foreman			
Material			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
2.			
3.			
4.			

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J SCHEDULE OF EQUIPMENT AND TOOLS
--

1. POWER TOOLS	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
4. TRANSPORT			

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K SCHEDULE OF PROPOSED SUB-CONTRACTORS

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference: you are also required to attach a financial reference letter stating bank rating from your financial institution,

BANK NAME											
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>											
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>											
ACCOUNT NO											
ADDRESS OF BANK											
CONTACT PERSON											
TEL. NO. OF BANK / CONTACT											
How long has this account been in existence:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 40%;"></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)	
0-6 months											
7-12 months											
13-24 months											
More than 24 months											

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder	Bid Number
Closing Time	Closing Date

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|---|--|--------------------------|
| - | Required by: | |
| - | At: | |
| - | Brand and Model | |
| - | Country of Origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Period required for delivery | |
| | | *Delivery: Firm/Not firm |
| - | Delivery basis | |

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

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

*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

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

*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N MBD 4

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

* MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....

.....

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

3.9.1 If so, furnish particulars

.....

.....

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

3.10.1 If so, furnish particulars.

.....

.....

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

3.11.1 If so, furnish particulars.

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES/NO**

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

2.2 If yes, provide particulars.

.....

.....

* Delete if not applicable

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

3.1 If yes, furnish particulars

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**
***YES/NO**

- 4.1 If yes, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)
 CERTIFY THAT
 THE INFORMATION FURNISHED ON THIS DECLARATION
 FORM IS CORRECT.

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

.....
 Signature

.....
 Date

.....
 Position

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM O MBD 6.1

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

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

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

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

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

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

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

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM – PURCHASES OF GOODS/WORKS

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.

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

1. 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.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1

.

2

.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DATE

MBD 7.1

CONTRACT FORM – PURCHASES OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as accept your bid under reference number datedfor the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. 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.

<i>DESCRIPTION OF SERVICE</i>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM P MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2021/22

ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-NKUMPI LOCAL MUNICIPALITY AREA

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 OHS

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2021/22

**ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-
NKUMPI LOCAL MUNICIPALITY AREA**

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-NKUMPI LOCAL MUNICIPALITY AREA

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

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

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

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature of Witness

Name

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature of Witness

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

Contract Specific Data

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2010) 2ND Edition*, published by the South African Institution of Civil Engineering. Private Bag x200, Halfway House, 1685. Is applicable to this contract and is obtainable from www.saice.org.za.

The following contract specific data, referring to the General Condition of Contract for Construction Works, Second Edition, 2010, are applicable to this contract:.

Part 1: Data provided by the Employer

Clause	Description
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.13	The Defects Liability Period is Twelve (12) months from the date of issuing a completion certificate
1.1.1.14	The due completion date is three (3) months from the date of the site handover.
1.1.1.60	The employer is the LEPELLE NKUMPI LOCAL MUNICIPALITY .
1.1.1.1.26	Pricing Strategy is fixed Contract .
1.2	The employer's address for receipt of communication is: Telephone: 060 633 4531 Facsimile: 060 633 6896 e-mail: Karabo.magoro@lepelle-nkumpi.gov.za. Address: Private Bag X07, Chuenespoort, 0745
1.2	The contractor's address for receipt of communication is: P.O Box.....
5.3.1	The documentation required before commencement of work are: Acceptance of offer of appointment letter Health and safety plan (Specification to be provided) Programme of Works Security (Surety/ performance Guarantee)

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Clause	Description
	Insurance of works
5.3.2	The time to submit documentation required before the commencement of works is 14 days after receipt of the letter of appointment
5.8.1	The special non-working days are public holidays, Saturdays and Sundays.
5.8.1	The year-end break commences on 18 December 2021 and ends on 11 January 2022.
5.13.1	The penalty for delay to achieve completion by the due completion date is 0,05% of the contract price per day
8.6	The amount to be included in the sum insured to cover the value of: R 2 000 000.00
5.12.2	<p>Add the following clauses:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of</p> <p>abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R_w = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the tabulated data retrieved from the nearest weather station</p> <p>R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as per the tabulated data retrieved from the nearest weather station</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p>

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Clause	Description
	<p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control. The rainfall records applicable to this Contract are those recorded and updated at Weather Bureau in Polokwane.</p> <p>Unless otherwise provided in the Site Information, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined, exceed the number of "n" normal working days.</p> <p>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately.</p>
6.3	<p>All variations shall be in writing, confirmed by the Contractor and finally approved by the Employer. The Contractor shall not perform any variation work until written approval is issued from the Employer.</p>
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of "x" is 0,160</p> $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <p>"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p> <p>"P" is the "Plant Index" and shall be the "Civil Engineering Plant" index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>"M" is the "Materials Index" and shall be the price index for "Civil Engineering (Materials)" as published in the Statistical Release P0142.1 in table 60 of Statistics South Africa.</p> <p>"F" is the "Fuel Index" and shall be the index for "Civil Engineering" as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix "o" denotes the basic indices applicable to the base month, which</p>

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Clause	Description
	<p>shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Polokwane.</p>
6.10.3	The percentage retention is 10% of the contract price (including CPA and VAT).
10.5.1	Disputes are to be referred to adjudication.
10.7.1	Disputes are to be referred for final settlement to arbitration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Contractor

Clause																
1.1.1.9	The contractor is															
1.2	<p>The contractor's address for receipt of communication is:</p> <p>Telephone: Facsimile:</p> <p>e-mail:.....</p> <p>Address:.....</p>															
6.2.1	<p>The Security to be provided by the Contractor is one of the following:</p> <table border="1"> <thead> <tr> <th>TYPE OF SECURITY (INCLUDING VAT AND CPA)</th><th>CONTRACTOR'S CHOICE (YES/ NO)</th></tr> </thead> <tbody> <tr> <td>Cash Deposit of 10% of the contract price into Municipal Account</td><td></td></tr> <tr> <td>Deduction of 10% of the contract price from the Contractor's first payment certificate</td><td></td></tr> <tr> <td>Performance Guarantee of 10% of the contract price</td><td></td></tr> </tbody> </table>	TYPE OF SECURITY (INCLUDING VAT AND CPA)	CONTRACTOR'S CHOICE (YES/ NO)	Cash Deposit of 10% of the contract price into Municipal Account		Deduction of 10% of the contract price from the Contractor's first payment certificate		Performance Guarantee of 10% of the contract price								
TYPE OF SECURITY (INCLUDING VAT AND CPA)	CONTRACTOR'S CHOICE (YES/ NO)															
Cash Deposit of 10% of the contract price into Municipal Account																
Deduction of 10% of the contract price from the Contractor's first payment certificate																
Performance Guarantee of 10% of the contract price																
6.5.1.2.3	The percentage allowances to cover all overhead charges is%.															
6.8.3	<p>The variation in cost of special material is:</p> <table border="1"> <thead> <tr> <th>SPECIAL MATERIALS</th><th>UNIT *</th><th>RATE OR PRICE FOR THE BASE MONTH</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table> <p>* Indicate whether the material will be delivered in bulk or in containers.</p>	SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH												
SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH														

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LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2021/22

ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-NKUMPI LOCAL MUNICIPALITY AREA

C2.1 PRICING INSTRUCTIONS

1. The General Conditions of Contract, the Contract Data, Standard Specifications For Roads and Bridge Works for State Road Authorities (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
4. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and

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rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

5. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
6. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
7. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
8. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
9. The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.
10. Should the Bidder group a number of items together and bid one sum for such group of items, the single bid sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
11. The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
12. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

13. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

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

Quantity : The number of units of work for each item

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- Rate : The payment per unit of work at which the Bidder bids to do the work
- Amount : The quantity of an item multiplied by the bid rate of the (same) item
- Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

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LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2021/22

**ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-
NKUMPI LOCAL MUNICIPALITY AREA**

C2.2 BILL OF QUANTITIES

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CONTRACT NO. LNM002/2021/22

ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-
NKUMPI LOCAL MUNICIPALITY AREA**C3.1 SCOPE OF WORK****C3.1 SCOPE OF WORK****C3.1 WORKS INFORMATION & SCOPE OF WORK**

Supply, delivery of all materials, construction and commissioning of a medium and low voltage electrical network for **Mogoto ext. village (100 stands, including empty stands)**, including site establishment and everything else to complete the installation as described in the technical specifications and attached drawings.

The *contractor* produces and submits a quality plan and construction program to the *employer* within one week of acceptance. The construction program will be in bar chart format.

The *contractor* provides all plant and materials - except the material under plant and materials which the *employer* will provide – equipment and labour for the whole of the *works*, which includes:

1.1 TEMPORARY WORK

Clear the right of way and campsites, in order to erect the necessary site offices, own accommodation facilities, sanitary units, bulk water containers, site store, etc.

The works also include the clean-up of site camp and site store, as well as transportation of excess material not used, back to the stores.

a. PERMANENT WORK

- Position all poles and any stays associated with a particular structure, using the services of an Eskom approved registered surveyor.
- Excavate pole, stay and strut holes, erect wooden poles, stays and struts and backfill and compact pole, stay and strut holes in layers of 300mm.
- Install mv and lv stays in accordance with the distribution standard.
- Assemble the mv structures as well as the Arial bundle conductor lv structures according to the distribution standards. Wooden poles of 7m, 9m and 11m are used and structures are single-pole design.
- Assemble and install the mv links according to distribution standards.
- Run out and string bare overhead line conductor (ACSR), code name fox, and 2, 3 and 4 core 35mm² / 70 mm² ABC.
- Install the transformers, including mv surge arrestors, lv fuse protection units.
- Pole mounted 11kv/415v three phase transformers of preferred size 100kva & 50kva sabs 780 are used.
- Excavate trenches to a depth of at least 500mm for type 1 mv and lv three-point star earth electrodes, install electrodes and backfill and compact on completion.
- Install split meter pole top distribution boxes complete with one pigtail bolt and one eyenut per distribution box.
- Connect pole top boxes to lv feeders with phasing as indicated on drawing.
- Test and commission infrastructure.
- Excavate 5 m and 7m pole holes where 5m and 7m service poles are necessary, erect 5m and 7m wooden poles, backfill and compact pole in layers of 300mm.
- Install meters on pole boxes outside of house, plugs and keypad in houses.

 Contractor

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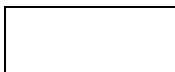
- Connect meters to split meter pole top boxes via overhead airdac, according to distribution standard.
- All materials must be brand new.
- Test and commission house connections and issue Coc's.
- Capture all connections on cordaptix prepaid bulk uploads; fill in connection slips in full.
- The work will be taken over by the Eskom on completion.
- Restrictions in providing the works
- Visit every resident and arrange access for mid-block electrification.
- Treat residents in a courteous, friendly and polite manner and keep them informed of changes to the required access.
- Foster close relationships with recognized community structures.
- Staff other than key *contractor*-staff is employed from the local community.

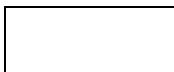
DEFINITION OF COMPLETION

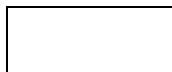
The *works* are to be completed in accordance with the specifications in all respect and taken-over by *Lepelle Nkumpi Municipality and/or Eskom*, except cleaning of the *site* and breaking of camp which may be done within 1 week after completion.

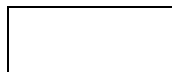
ALL SERVICES SHALL BE IN ACCORDANCE WITH ESKOM DISTRIBUTION SERVICES STANDARD AND SPECIFICATIONS.

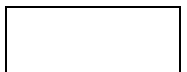

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DESCRIPTION OF WORKS

C3.1.1 General Description of the project

The project comprises of Supply, delivery of all materials, construction and commissioning of a medium and low voltage electrical network for **Mogoto ext. village (100 stands, including empty stands)**. The village is located for ±65km from Polokwane CBD.

C3.1.1 Employer's Objectives

- The project to be completed within reasonable budget and program.
- The tasks must be done in line with SABS, SANS or IEC.
- To deliver public infrastructure using labour intensive methods.
- Job creation around Lepelle Nkumpi Local Municipality (EPDW)
- Development of business opportunities to emerging contractors under LNM.
- The cost of the project must not affect the quality of work.
- To complete the above tasks to Eskom standards.

Labour-intensive works

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local labour to be temporarily employed in terms of this Scope of Work.

C3.1.2 Overview and Location of Works

The work that must be executed under this contract is electrification of 100 Stands in Mogoto village under Lepelle Nkumpi Local Municipality in Capricorn District Municipality.

C3.1.3 Extent of Works

The scope of work comprises of the following:

- Site establishment
- Pegging of works
- Construction of LV feeder lines
- Low voltage network using 7m and 9m Poles, 35 and 70mm² 4 Core 3Ph
- Service connection: 10mm² for 20A Overhead connection.
- House connections (60 connections)

Note:

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The description of the project as described in this section is merely an outline of the contract works and shall not be regarded as limiting to the amount of work to be done by the Contractor under this contract.

C3.1.4 Location of the Works

The following details provide the key elements of the project area:

- Municipal Area: Lepelle Nkumpi Local Municipality
- Project area Locality: Mogoto Ext. Village

C3.1.5 Temporary Works

The temporary works will be identified during construction.

C3.1.6 General Information

C3.1.6.1 Drawings

Drawings are to be provided on an on-going basis by the Employer representative/ Engineer as deemed necessary.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

C3.1.6.2 Power, Water Supply and Other Services

The contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C3.1.6.5 Programme Requirements for Construction Activities

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The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

A27 Payment for the labour-intensive component of the works

Payment for works identified in clause 3.1.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

A28 Applicable labour laws

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

A29 Introduction

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

A29.2 In this document –

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

A30 Terms of Work

A30.1 Workers on a SPWP are employed on a temporary basis.

A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

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A30.2 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

A31 Normal Hours of Work

A31.1 An employer may not set tasks or hours of work that require a worker to work—
 (a) more than forty hours in any week
 (b) on more than five days in any week; and
 (c) for more than eight hours on any day.

A31.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

A31.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

A32 Meal Breaks

A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

A32.2 An employer and worker may agree on longer meal breaks.

A32.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

A32.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

A33 Special Conditions for Security Guards

A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

A33.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

A34 Daily Rest Period

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

A35 Weekly Rest Period

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

A36 Work on Sundays and Public Holidays

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

A36.2 Work on Sundays is paid at the ordinary rate of pay.

A36.3 A task-rated worker who works on a public holiday must be paid –
 (a) the worker's daily task rate, if the worker works for less than four hours;
 (b) double the worker's daily task rate, if the worker works for more than four hours.

A36.4 A time-rated worker who works on a public holiday must be paid –

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- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

A37 Sick Leave

- A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- A37.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- A37.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- A37.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- A37.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- A37.7 An employer must pay a worker sick pay on the worker's usual payday.
- A37.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- A37.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- A37.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

A38 Maternity Leave

- A38.1 A worker may take up to four consecutive months' unpaid maternity leave.
- A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A38.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- A38.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- A38.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –

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- (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
- (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

A38.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

A38.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

A39 Family responsibility leave

A39.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

A40 Statement of Conditions

A40.1 An employer must give a worker a statement containing the following details at the start of employment –

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

A40.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

A40.3 An employer must supply each worker with a copy of these conditions of employment.

A 41 Keeping Records

A41.1 Every employer must keep a written record of at least the following –

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

A41.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

A42 Payment

A42.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A42.2 A task-rated worker will only be paid for tasks that have been completed.

A42.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

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- A42.4 A time-rated worker will be paid at the end of each month.
- A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- A42.6 Payment in cash or by cheque must take place –
 (a) at the workplace or at a place agreed to by the worker;
 (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 (c) in a sealed envelope which becomes the property of the worker.
- A42.7 An employer must give a worker the following information in writing –
 (a) the period for which payment is made;
 (b) the numbers of tasks completed or hours worked;
 (c) the worker's earnings;
 (d) any money deducted from the payment;
 (e) the actual amount paid to the worker.
- A42.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- A42.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

A43 Deductions

- A43.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- A43.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- A43.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- A43.4 An employer may not require or allow a worker to –
 (a) repay any payment except an overpayment previously made by the employer by mistake;
 (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 (c) pay the employer or any other person for having been employed.

A44 Health and Safety

- A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- A44.2 A worker must–
 (a) work in a way that does not endanger his/her health and safety or that of any other person;
 (b) obey any health and safety instruction;
 (c) obey all health and safety rules of the SPWP;
 (d) use any personal protective equipment or clothing issued by the employer;
 (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

A45 Compensation for Injuries and Diseases

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- A45.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A45.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- A45.3 The employer must report the accident or disease to the Compensation Commissioner.
- A45.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

A46 Termination

- A46.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- A46.2 A worker will not receive severance pay on termination.
- A46.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- A46.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A47 Certificate of Service

- A47.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the SPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the SPWP;
 - (f) the period for which the worker worked on the SPWP;
 - (g) any other information agreed on by the employer and worker.

A48 Contractor's default in payment to Labourers and Employees

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

A49 Provision of Handtools

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

A60 Reporting

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works

C3.2 ENGINEERING

C3.2.1 Design

- (a) The **Engineer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C3.2.2 Engineer's Design

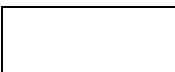
- (a) Detail description of Works
- (b) General Works

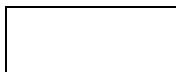
C3.2.3 Contractor's Design

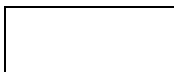
Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

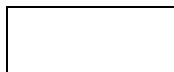
C3.2.4 Design procedures

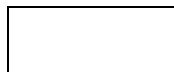
All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

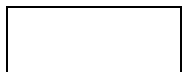

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



LEPELLE-NKUMPI
LOCAL MUNICIPALITY

CONTRACT NO. LNM002/2021/22

**ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-
NKUMPI LOCAL MUNICIPALITY AREA**

C3.2 Standard specification

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3.2.1

STANDARD SPECIFICATIONS

SABS 780 : Transformer Specifications Standards

ESKOM DT- STANDARDS

DRAWING NO.	REV. TITLE	Description
D-DT-0332	LATEST	POLE PLANTING DEPTH – WOOD AND
CONCRETE		
D-DT-0351	LATEST	STRUT ASSEMBLY – SWIVEL 11M AND 12M
POLES		
D-DT-0343	LATEST	FLYING STAY ASSEMBLY
D-DT-1711	LATEST	INTERMEDIATE (1-10) DEG DEVIATION
D-DT-1714	LATEST	STRAIN (1-30) DEG DEVIATION
D-DT-1710	LATEST	STAGGERED VERTICAL INTERMEDIATE
D-DT-1810	LATEST	TAKE-OFF-VERTICAL
D-DT-1715	LATEST	VERTICAL STRAIN (30-90) DEG DEVIATION
D-DT-0341	LATEST	MV OR LV STAY RETICULATION ASSEMBLY
D-DT-1713	LATEST	VERTICAL STRAIN 0 DEG DEVIATION
D-DT-1147	LATEST	ABC STRAIN ASSEMBLY (60-90
D-DT-1148	LATEST	
D-DT-1146	LATEST	
D-DT-1149	LATEST	
D-DT-1151	LATEST	
D-DT-1153	LATEST	
D-DT-1154	LATEST	
D-DT-1155	LATEST	
D-DT-1156	LATEST	
D-DT-1157	LATEST	
D-DT-1159	LATEST	
D-DT-1165	LATEST	
D-DT-1167	LATEST	
D-DT-1168	LATEST	
D-DT-3055	LATEST	
D-DT-1860	LATEST	
D-DT-0627	LATEST	
D-DT-1159	LATEST	
D-DT-0309	LATEST	
D-DT-1850	LATEST	
D-DT-3145	LATEST	
D-DT-3055	LATEST	

Note 1 The Standard Specifications are not bound into the tender and contract documents, but are available at the Tenderer's/Contractor's expense from the South African Bureau of Standards in Pretoria, Private Bag X191, PRETORIA, 0001.

Note 2 Each of the Standard Specifications contains an appendix, which in turn lists further specifications, which are not bound into the tender and contract documents.

Note 3 Both of the Standard Specifications, as well as those specifications that are listed in the appendix to the Standard Specifications, shall apply to the Contract to the same extent as if each of these specifications had been bound into the tender/contract documents.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3 PROCUREMENT

4. ALL MATERIALS PROCURED MUST BE BRAND NEW, IN GOOD ORDER AND MUST COMPLY WITH SABS AND OTHER STANDARDS MENTIONED IN SPECIFICATIONS.
5. THE WORKS SHALL BE EXECUTED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND PREFERENTIAL PROCUREMENT REGULATION 2011.
6. THE CONTRACTOR SHALL WITHOUT DELAY ENTER INTO CONTACT WITH THE SUBCONTRACTOR BASED ON THEIR ACCEPTED QUOTATION. THE CONTRACTOR SHALL REMAIN RESPONSIBLE FOR PROVIDING THE SUBCONTRACTED PORTION OF THE WORKS AS IF THE WORK HAD NOT BEEN SUBCONTRACTED.

C3.4 CONSTRUCTION (TECHNICAL SPECIFICATIONS)

NOTE: UNLESS OTHERWISE SPECIFIED THE MATERIAL SHALL BE IN ACCORDANCE TO THE SPECIFICATIONS LISTED IN THE NEC SMALL WORKS CONTRACT.

i. WORK SPECIFICATION

NOTES:

- a) ALL WORK SHALL BE IN ACCORDANCE WITH THE RELEVANT SPECIFIED SPECIFICATION.
- b) ALL LABOUR COST SHALL BE INCLUDED IN QUOTED RATE.

1. PRELIMINARIES

a. TRANSPORT

- a) THE SPECIFIC CONTRACTOR SHALL SUPPLY, TRANSPORT AND OFF-LOAD ALL MATERIAL ON THE SITE.
- b) NO ADDITIONAL TRANSPORT CHARGES WILL BE ENTERTAINED, EXCEPT FOR MUNICIPALITY PROVIDED MATERIALS.

3.4.1.1.2 PEGGING OUT THE WORKS

- a) THE CONTRACTOR SHALL DELIVER THE COMPLETED WORK IN ACCORDANCE WITH THE SPECIFICATIONS AND TO THE TOTAL SATISFACTION OF POLOKWANE MUNICIPALITY AND/OR ESKOM IN REGARD TO THE CLARITY, QUALITY ACCURACY AND NEATNESS.
- b) REPORTING ANY INCIDENT PERTAINING TO THE ENVIRONMENT, WILD LIFE, ACCIDENTS AND DAMAGES TO PROPERTY.
- c) THE ROUTES OF THE POWER LINES SHALL BE PEGGED SUCH THAT THE SAID LINES CAN BE ERECTED IN STRICT ACCORDANCE WITH THE **CODE OF PRACTICE FOR OVERHEAD POWER LINES** AND THE SPECIFICATIONS OF THE RELEVANT SECTIONS OF THE **OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993**, AND ANY REGULATIONS WHICH MAY APPLY.
- d) THE CONTRACTOR SHALL OBTAIN PERMISSION FROM THE PROPERTY OWNERS TO CLEARBUSH AND/OR TREES BEFORE ANY WORK IS CARRIED OUT.
- e) THE CONTRACTOR SHALL OPEN A "LINE OF SIGHT" FOR SURVEY PURPOSES ONLY FOR SURVEYING LV ROUTES. FOR SURVEYING MV FEEDER ROUTES THE CLEARANCES SHALL COMPLY WITH THE RELEVANT STANDARDS.
- f) COST TO INCLUDE FOR ALL BUSH CLEARING AND/OR TREE FELLING TO ADHERE TO
- g) THE CONTRACTOR SHALL REPAIR ALL FENCES DAMAGED BY HIM TO THE SATISFACTION OF THE PROPERTY OWNER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- h) THE CONTRACTOR SHALL SET OUT THE LINE ROUTE WITH ITS ANGLE, TEE-OFF, TERMINAL AND TRANSFORMER POLE POSITIONS IN ACCORDANCE WITH THE STIPULATED ROUTE.
- i) THE CONTRACTOR SHALL PEG THE POLE, STAY AND/OR STRUT POSITIONS AT EACH BEND, TEE-OFF AND TRANSFORMER POINT.
- j) THE CONTRACTOR SHALL PEG ON-LINE POSITIONS BETWEEN POINTS. IT IS IMPORTANT TO TAKE NOTE OF TOPOGRAPHICAL FEATURES IN THE POSITIONING OF POLE, STAY AND/OR STRUT POSITIONS. ALL DEVIATIONS SHOULD BE REFERRED BACK TO THE PROJECT ENGINEER.
- k) THE CONTRACTOR MUST RETURN AT LEAST ONE TOWNSHIP LAYOUT PLAN WITH THE MEDIUM VOLTAGE AND LOW VOLTAGE "AS-PEGGED" LINES INDICATED IN DIFFERENT COLOURS.

b. DIGGING HOLES

- a) THE CONTRACTOR SHALL PROVIDE ALL TRENCHING, EXCAVATION OF POLE AND STAY HOLES, BEDDING MATERIAL, BACK FILLING AND SURFACE REINSTATEMENT AS REQUIRED.
- b) POLE HOLES SHALL BE DIMENSIONED AS PER DRAWING DDT-0332.
- c) STAY HOLES SHALL BE DIMENSIONED AS PER DRAWING DDT-0350.
- d) ALL EXCAVATIONS SHALL BE KEPT COVERED OR BARRICADED, IF NOT ATTENDED TO, IN A MANNER ACCEPTED BY ESKOM TO PREVENT INJURY TO PEOPLE OR LIVESTOCK.
- e) THE CONTRACTOR MUST ALLOW FOR ALL SOIL CONDITIONS IN HIS TENDER PRICE. NO ADDITIONAL PAYMENTS WILL BE CONSIDERED.
- f) RISK OF COLLAPSE AND KEEPING EXCAVATIONS FREE OF WATER SHALL BE INCLUDED IN THE QUOTED RATE

3.4.1.1.4 POLES

- a) ALL POLES SHALL BE POSITIONED PLUMBED VERTICAL IN THE CENTER OF THE EXCAVATIONS VIEWED FROM ANY DIRECTION.
- b) PLANTING OF POLES AND BACKFILLING OF HOLES SHALL BE IN ACCORDANCE WITH SCSSCAA01.

a. MV STRUCTURES

- a) SUPPLYING AND INSTALLING ALL HARDWARE ACCORDING TO THE RELEVANT STRUCTURE DRAWINGS

b. MV STAYS

- a) SUPPLY AND INSTALL COMPLETE STAY ASSEMBLY ACCORDING TO RELEVANT STRUCTURE DRAWING.
- b) PLANTING OF STAYS AND BACKFILLING OF HOLES SHALL BE IN ACCORDANCE WITH SCSSCAA01.
- c) RISK OF COLLAPSE AND KEEPING EXCAVATIONS FREE OF WATER SHALL BE INCLUDED IN THE QUOTED RATE.
- d) ALL STAYS SHALL BE PLANTED WITH THE RELEVANT STAY PLATES FITTED ON THE STAY ROD.
- e) THE STAY PLATE SHALL BE PLACED UP AGAINST UNDISTURBED SOIL ON THE POLE SIDE OF THE HOLE, THE HOLE SHALL BE BACKFILLED AND COMPACTED IN LAYERS OF 250MM.
- f) STRUTS SHALL BE FITTED WITH BARBED WIRE ANTI CLIMBING DEVICES.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

c. LV STRUCTURES

- a) SUPPLYING AND INSTALLING ALL HARDWARE ACCORDING TO THE RELEVANT STRUCTURE DRAWINGS.
- b) ALL IN ACCORDANCE WITH ESKOM'S DISTRIBUTION CONSTRUCTION STANDARDS.
- c) LV ABC FITTINGS SHALL CONFORM TO SCSSCAAL4.
- d) NON-TENSION PHASE CONNECTIONS ON ABC SHALL BE MADE USING A 95/35 - 95/35 IPC IN ACCORDANCE WITH D-DT-3039 (PART 9).
- e) NON-TENSION NEUTRAL CONNECTIONS ON ABC SHALL BE MADE USING ONE H CRIMP IN ACCORDANCE WITH D-DT-3019 (PART 9) PER CONNECTION.
- f) THE ABC SHALL BE CONNECTED TO THE POLE-TOP DISTRIBUTION BOX USING 1 X 35 - 95/6-25 IPC (REFER TO D-DT-3039 (PART 9)) FOR PHASE CONNECTIONS AND 2 X 35-95 (PG)/6-25 (IPC) (REFER TO D-DT-3039 (PART 9)) FOR NEUTRAL CONNECTIONS; OR
- g) THE CONNECTOR HOUSING SHALL BE MADE ENTIRELY OF WEATHER RESISTANT PLASTIC MATERIALS. NO METALLIC PARTS OUTSIDE THE HOUSING WILL BE ACCEPTED (EXCEPT FOR THE TIGHTENING BOLT).
- h) THE TIGHTENING BOLT SHALL INCORPORATE AN OVER TORQUE SHEARING HEAD WHICH WILL ALLOW A CLAMPING TORQUE IN CONFORMITY WITH THE MANUFACTURER'S RECOMMENDATIONS, WITHOUT THE USE OF ANY SPECIAL TOOLS.
- i) NO ENERGIZED PARTS SHALL BE EXPOSED OR ACCESSIBLE BY THE OPERATORS DURING INSTALLATION.
- j) ALL MOUNTING HARDWARE SHALL COMPLY WITH THE ESKOM DISTRIBUTION STANDARD FOR BARE NEUTRAL ABC.
- k) SUSPENSION BRACKET MAX. VERTICAL LOAD - 700 DAN
- l) STRAIN CLAMPS MAX. HORIZONTAL LOAD - 1500 DAN
- m) BRACKETS ARE TO BE MANUFACTURED FROM CORROSION RESISTANT MATERIALS. GALVANIZED STEEL BRACKETS ARE NOT ACCEPTABLE.
- n) CABLE TIES IN ACCORDANCE WITH D-DT-3075 SHALL BE USED TO AVOID LOOSENING THE BUNDLE AT ALL STRUCTURES INCLUDING TRANSFORMER STRUCTURES. THE GENERAL POSITIONS OF CABLE TIES ARE SHOWN ON THE RELEVANT STRUCTURE DRAWINGS. ADDITIONAL TIES SHALL BE FITTED AS REQUIRED.
- o) ON ALL BARE NEUTRAL ABC SYSTEMS, THE NEUTRAL SHALL BE INSULATED FROM THE STRAIN CLAMP TO THE TRANSFORMER CONNECTION WITH A UV PROTECTED COVERING. REFER TO D-DT-3127.
- p) ALL ABC TAILS OR ENDS SHALL BE SEALED USING END CAPS.

d. LV STAYS

- a) SUPPLY AND INSTALL COMPLETE STAY ASSEMBLY ACCORDING TO RELEVANT STRUCTURE DRAWING.
- b) PLANTING OF STAYS AND BACKFILLING OF HOLES SHALL BE IN ACCORDANCE WITH SCSSCAA01.
- c) RISK OF COLLAPSE AND KEEPING EXCAVATIONS FREE OF WATER SHALL BE INCLUDED IN THE QUOTED RATE.
- d) ALL STAYS SHALL BE PLANTED WITH THE RELEVANT STAY PLATES FITTED ON THE STAY ROD.
- e) THE STAY PLATE SHALL BE PLACED UP AGAINST UNDISTURBED SOIL ON THE POLE SIDE OF THE HOLE, THE HOLE SHALL BE BACKFILLED AND COMPACTED IN LAYERS OF 250MM.
- f) STRUTS SHALL BE FITTED WITH BARBED WIRE ANTI CLIMBING DEVICES.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

e. SERVICE BOXES

- a) SUPPLY AND INSTALL SPLIT METER POLE-TOP DISTRIBUTION BOX COMPLETE WITH TAILS, STAINLESS STEEL STRAPPING AND CONNECTORS TO ABC
- b) THE POLE-TOP DISTRIBUTION BOX SHALL BE IN ACCORDANCE WITH 34-2024.
- c) THE POLE-TOP BOX SHALL BE CONNECTED SO THAT THE LOADS ARE, AS FAR AS PRACTICABLE, BALANCED ACROSS PHASES WITH REFERENCE TO THE LV DISTRIBUTOR. (SEE PHASING ON DESIGN DRAWING).
- d) THE POLE-TOP BOX SHALL BE SECURED TO THE POLE USING STAINLESS STEEL STRAPPING D-DT-3131.

f. STRINGING

- a) ALL STRINGING SHALL BE DONE ACCORDING TO THE APPROVED SAG AND TENSION CHARTS.
- b) THE CONTRACTOR SHALL PROVIDE SUITABLE DYNAMOMETER SIGHTING RODS OR OTHER APPROVED APPARATUS NECESSARY FOR PROPER CHECKING OF THE WORK. DYNAMOMETERS SHALL BE CALIBRATED IN KG OR KN.
- c) ALL JOINTS AND CONNECTIONS SHALL BE THE COMPRESSION TYPE AND SHALL COMPLY WITH THE REQUIREMENTS OF SCSSCAAG5:
- d) ONLY PERSONS WHO HAVE PASSED ESKOM APPROVED COMPRESSION JOINTING TRAINING AND HAVE PROOF OF THIS ARE PERMITTED TO PERFORM THIS WORK ON THE ESKOM NETWORK.
- e) NO JOINTS SHALL BE PLACED IN CROSSING SPANS.
- f) JOINTS SHALL, AS FAR AS POSSIBLE, BE MADE IN THE MIDDLE THIRD OF A SPAN. NO JOINT SHALL BE PLACED WITHIN 20M OF A STRUCTURE.

g. TRANSFORMER STRUCTURES

- a) SUPPLYING AND INSTALLING ALL HARDWARE ACCORDING TO THE RELEVANT TRANSFORMER STRUCTURE DRAWING.
- b) SUPPLY ALL EQUIPMENT TO INSTALL THE TRANSFORMER.
- c) CONNECTION OF TRANSFORMER ONTO MV OVERHEAD LINE VIA RELEVANT CRIMPS.

h. INSTALLATION EARTHING

- a) TRANSFORMER EARTHING (ELECTRODE DETAILS AND RESISTIVITY VALUES) SHALL BE IN ACCORDANCE WITH SCSASAAL9, DISTRIBUTION STANDARD, PART 2. (EARTHING STANDARD)
- b) TENDERED RATE SHALL INCLUDE FOR EXCAVATION OF CABLE TRENCHES IN ALL TYPES OF MATERIAL, AND SHALL INCLUDE FOR BACKFILLING OF TRENCHES IN LAYERS OF 250MM.

i. POLE NUMBERING

- a) SUPPLYING AND INSTALLING ALL TAGS, PUNCHES AND EQUIPMENT TO INSTALL MV AND LV POLE NUMBERING.
- b) ALL LABELLING AND MARKING IN ACCORDANCE WITH ESKASAAN0.
- c) MV AND LV POLES SHALL BE NUMBERED AS INDICATED ON THE DESIGN DRAWING.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

j. COMMISSIONING INFRASTRUCTURE

- a) INFRASTRUCTURE TO BE COMMISSIONED ACCORDING TO SCSASABZ1.
- b) HANDING OVER AND DOCUMENTATION TO BE COMPLETED PER TRANSFORMER ZONE.
- c) CONTRACTOR TO SUPPLY ALL TEST EQUIPMENT NECESSARY FOR TESTING OF INFRASTRUCTURE.
- d) CONTRACTOR TO TIMEOUSLY ARRANGE FOR OUTAGES FOR COMMISSIONING PURPOSES.

k. OTHER

3.4.1.1.15.1 MORSDORFER FUSE ASSEMBLY INSTALLATION SHALL INCLUDE:

- a) THE LV FUSE UNITS SHALL BE POSITIONED IN A WAY THAT FACILITATES EASE OF OPERATION FROM GROUND LEVEL USING A LINK STICK WITH THE APPROPRIATE ATTACHMENTS.
- b) THE UNITS SHALL BE PLACED BELOW THE LV CONDUCTOR AND THE POSITION SHALL ALSO ALLOW FOR FUTURE LV UNITS TO BE INSTALLED WHERE UPGRADING OF THE NETWORK IS ANTICIPATED.
- c) THE TRANSFORMER STRUCTURE DRAWING D-DT-0309 INDICATES PROPOSED FUSE UNIT POSITIONS FOR UP TO 4 UNITS. TYPICALLY, TWO LV FEEDERS CAN BE FED FROM ONE FUSE UNIT.

3.4.1.1.15.2 CUT-OUT FUSE ASSEMBLY INSTALLATION

- a) SUPPLYING AND INSTALLING ALL MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE A COMPLETE FUSE ASSEMBLY INSTALLATION ACCORDING TO THE RELEVANT DISTRIBUTION DRAWING.

3.4.1.1.15.3 SITE ESTABLISHMENT TO INCLUDE:

A) SITE OFFICE

- THE CONTRACTOR SHALL PROVIDE ON SITE A MINIMUM OF 1(ONE) WELL ILLUMINATED,
- INSULATED AND VENTILATED SITE OFFICE. THIS SITE OFFICE SHALL BE PAINTED INSIDE AND OUTSIDE AND SHALL BE OF SUFFICIENT SIZE AND ADEQUATELY FURNISHED TO ENSURE PROPER ADMINISTRATION OF THIS WORKS. THIS SITE OFFICE WILL BE UTILIZED BY THE EMPLOYER OR HIS AUTHORIZED REPRESENTATIVE SUPERVISORY STAFF.
- ONE SITE OFFICE SHALL BE OF SUFFICIENT SIZE TO ACCOMMODATE SITE MEETINGS AND TO KEEP ALL DRAWINGS AND DOCUMENTS NEEDED FOR THE WORKS. A PROPER AND UPDATED INDICATION OF PROGRESS WILL BE DONE ON THE LAYOUT PLANS AND PROGRAM FOR EACH SITE MEETING.

SITE OFFICE 3M X 6M (MINIMUM) FURNISHED WITH THE FOLLOWING:


2 X TABLE 1,6M X 1,2M

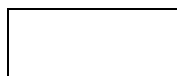
16 X CHAIRS

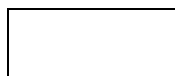
1 X PIN BOARD 1,6M X 1,2M

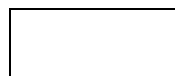
1 X LOCKABLE FILING CABINET

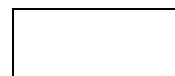
1 X TOILET (CHEMICAL)

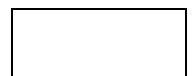

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- PROVISION SHALL BE MADE FOR A SUITABLE WATER SUPPLY, SANITARY FACILITIES AND FIRST AID FACILITIES AT THE SITE OFFICE. THE CONTRACTOR SHALL ENSURE A MEANS OF COMMUNICATION BETWEEN THE SITE OFFICE AND PROJECT MANAGERS OFFICE.
- THE CONTRACTOR SHALL PROVIDE A FENCED-IN YARD FOR THE WHOLE OF THE CONTRACT PERIOD
- THE LOCATION OF THE SITE OFFICES SHALL BE DETERMINED ON SITE IN COLLABORATION WITH THE EMPLOYER OR HIS AUTHORIZED REPRESENTATIVE. THESE SITE OFFICES SHALL BE REMOVED BY THE CONTRACTOR AND THE AREA CLEARED TO THE SATISFACTION OF THE EMPLOYER OR HIS AUTHORIZED REPRESENTATIVE ON COMPLETION OF THIS WORKS.
- TENDERERS SHALL TAKE NOTE THAT THE TOTAL COST INVOLVED IN THESE SITE OFFICES SHALL BE INCLUDED IN THE RATE FOR SITE ESTABLISHMENT OFFERED
- ESTABLISHMENT OF FACILITIES ON SITE SUCH AS PLANT, SHEDS, WATER, ELECTRICITY, LIGHTING, ETC.
- REMOVAL OF FACILITIES FROM SITE AFTER COMPLETION OF WORK.
- ANY ADDITIONAL COST DEEMED NECESSARY BY THE CONTRACTOR TO COMPLY TO CONTRACTUAL REQUIREMENTS.

B) STORE AREA

- THE CONTRACTOR SHALL PROVIDE ON SITE A SUITABLE SITE STORE FOR THE TEMPORARY STORAGE OF MATERIAL AND EQUIPMENT.
- THE LOCATION OF THE SITE STORE SHALL BE DETERMINED ON SITE IN COLLABORATION WITH THE EMPLOYER OR HIS AUTHORIZED REPRESENTATIVE.
- THIS SITE STORE SHALL BE REMOVED AND THE AREA CLEARED TO THE SATISFACTION OF THE EMPLOYER OR HIS AUTHORIZED REPRESENTATIVE ON COMPLETION OF THE WORKS.
- THE CONTRACTOR SHALL PROVIDE A QUALIFIED STORE-MAN TO RECEIVE AND ISSUE MATERIALS. THIS STORE-MAN SHALL MAINTAIN A PROPER ADMINISTRATIVE RECORD REFLECTING ALL MATERIALS RECEIVED AND ISSUED. STOCK SHALL BE TAKEN OF AT THE END OF EACH CALENDAR MONTH AND A FULL STOCK REPORT SHALL BE SUBMITTED TO THE EMPLOYER OR HIS AUTHORIZED REPRESENTATIVE AT THE FIRST SITE MEETING FOLLOWING THE END OF A PARTICULAR MONTH.

C) SAMPLE LINE BOARD (N/A)

- THE CONTRACTOR SHALL BUILD AND PROVIDE ON SITE A SAMPLE LINE AND MATERIAL BOARDS AS SPECIFIED IN **ANNEXURE A: N/A**
- RATE TO ALLOW FOR ALL MATERIAL NECESSARY TO BUILD SAMPLE LINE AND MATERIAL BOARD.
- THIS SAMPLE LINE SHALL BE REMOVED AND THE AREA CLEARED TO THE SATISFACTION OF THE EMPLOYER OR HIS AUTHORIZED REPRESENTATIVE ON COMPLETION OF THE WORKS.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

I. OTHER

3.4.1.1.16.1 PREPAID METER:

- a) ALL METERS TO BE PROCURED BY THE CONTRACTOR AT ESKOM.
- b) METER TO BE 20A OR 60A PLC PREPAID KEYPAD SPLIT TYPE METER
- c) ALL METERS TO BE SOURCED FROM ESKOM.
- d) DETAILS OF ORDER TO BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE CONFIRMATION OF ORDER.
- e) RATE TO INCLUDE FOR MOUNTING OF METER ONTO METER BASE.

3.4.1.1.16.2 METER BASE, PLUGS AND U7 METER BOX:

- a) METERS TO BE MOUNT ON INSIDE OF CUSTOMERS HOUSE AN APPROVED U7 METER BOX.
- b) CONTRACTOR TO SUPPLY AND INSTALL METER BOX AND ECU BASE AND ALL MOUNTING MATERIALS FOR FIXING THESE TO AN OUTSIDE WALL OF THE CUSTOMER'S PREMISES.
- c) CONTRACTOR TO SUPPLY AND INSTALL DOUBLE PLUG OUTLET BOXES ACCORDING TO SPECIFICATION. THESE PLUG BOXES TO BE INSTALLED ON INSIDE WALL OF HOUSES, NEXT TO THE KEYPAD ON A RAIL.
- d) CONTRACTOR TO SUPPLY ALL FIXING MATERIALS NECESSARY
- e) CONTRACTOR TO SUPPLY AND INSTALL ALL WIRING AND CONSUMABLE NECESSARY TO ELECTRICALLY CONNECT THE METER, AND THE METER TO THE PLUG BOX.

3.4.1.1.16.3 OVERHEAD CONNECTION

- a) CONNECTIONS WILL BE MADE OVERHEAD.
- b) CONTRACTOR TO SUPPLY AND INSTALL ALL MATERIAL NECESSARY FOR A COMPLETE OVERHEAD CONNECTION TO EACH DWELLING.
- c) RATE TO INCLUDE THE SUPPLY OF ALL MATERIAL, INSTALLATION OF THE MATERIAL, STRINGING OF THE AIRDAC, CONNECTION OF AIRDAC TO METER BASE.

3.4.1.1.16.4 ENERGIZE, TEST AND C.O.C OF INSTALLATION

- a) HOUSE CONNECTION TO BE COMMISSIONED AND TESTED ACCORDING TO SCSASABZ1.
- b) THE CONTRACTOR IS TO SUBMIT A COPY OF THE CERTIFICATE OF COMPLIANCE (COC) FOR EACH METER INSTALLED AND TESTED TO THE PROJECT MANAGER.
- c) CRP DATA ACCORDING TO CUSTOMER SERVICES DEPARTMENT REQUIREMENTS AND STANDARDS (REFER TO ANNEXURES C OF SCSASABZ1) TO BE CAPTURED IN ELECTRONIC FORMAT (EXCEL) AFTER COC OF INSTALLATION HAS BEEN ISSUED, AND SUBMITTED TO THE PROJECT MANAGER MONTHLY.

ii. MATERIAL SPECIFICATION

NOTES:

- a) THE CONTRACTOR SHALL SUPPLY ALL THE MATERIAL NECESSARY TO COMPLETE THE CONSTRUCTION OF THIS PROJECT.
- b) THE CONTRACTOR SHALL TRANSPORT AND OFF-LOAD ALL MATERIAL FROM THE MANUFACTURER TO THE CONSTRUCTION CAMP.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) THE CONTRACTOR SHALL TRANSPORT ALL EQUIPMENT AND MATERIAL FOR THE DAY'S WORK FROM THE CONSTRUCTION CAMP AND OFF-LOADS IT AT THE SPECIFIC POLE POSITION.

1. PRELIMINARIES

a. TRANSPORT

- A) THE SPECIFIC CONTRACTOR SHALL SUPPLY, TRANSPORT AND OFF-LOAD ALL MATERIAL ON THE SITE.

b. PEGGING OUT THE WORKS

- a) THE CONTRACTOR SHALL SUPPLY ALL THE EQUIPMENT NECESSARY FOR THE PEGGING OF THE WORK.
b) THE CONTRACTOR SHALL SUPPLY ALL THE STEEL PEGS AND PEG MARKERS FOR THE PEGGING OF THE WORK.

c. DIGGING HOLES

- a) THE CONTRACTOR SHALL SUPPLY ALL MATERIAL AND EQUIPMENT NECESSARY FOR THE EXCAVATIONS OF THE POLE AND STAY HOLES.
b) THE CONTRACTOR SHALL TRANSPORT ALL THE MATERIAL AND EQUIPMENT TO AND FROM THE CONSTRUCTION CAMP.

d. POLES

- a) WOOD POLES SHALL BE USED AS THE STANDARD POLE FOR RETICULATION THROUGH THE TOWN
b) WOOD-POLES SHALL HAVE A FIBRE STRENGTH OF AT LEAST 55 MPA AND SHALL BE IN ACCORDANCE WITH SCSSCAAD7.
c) ONLY POLES FROM ESKOM APPROVED SUPPLIERS MAY BE USED.

e. MV STRUCTURES


- a) THE CONTRACTOR SHALL SUPPLY ALL THE EQUIPMENT NECESSARY FOR DRESSING THE STRUCTURES ACCORDING TO THE RELEVANT DISTRIBUTION DRAWING.
b) THE CONTRACTOR SHALL SUPPLY ADDITIONAL BOLTS WITH NUTS AND WASHERS.
c) BOLTS, NUTS AND WASHERS SHALL BE HOT DIPPED GALVANIZED TO SPECIFICATION.
d) BOLTS SHALL BE TO SABS 135 WITH A STRENGTH GRADE OF 4.8.

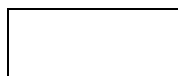
f. MV STAYS

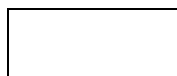
- a) THE CONTRACTOR SHALL SUPPLY ALL THE EQUIPMENT NECESSARY FOR PLANTING THE STAY
b) STAY RODS SHALL BE M20 SIZE WITH LENGTH 2.0M

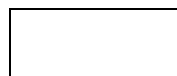
g. LV STRUCTURES

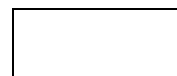
- a) THE CONTRACTOR SHALL SUPPLY ALL THE EQUIPMENT NECESSARY FOR DRESSING THE STRUCTURES ACCORDING TO THE RELEVANT DISTRIBUTION DRAWING.
b) CONNECTORS SHALL BE OF THE INSULATION PIERCING TYPE FOR MAIN AND TAP CONDUCTORS, EXCEPT FOR THE BARE NEUTRAL WHEN A **DOUBLE** PG CLAMP WILL BE UTILIZED.

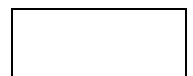

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- c) THE CONNECTOR HOUSING SHALL BE MADE ENTIRELY OF WEATHER RESISTANT PLASTIC MATERIALS. NO METALLIC PARTS OUTSIDE THE HOUSING WILL BE ACCEPTED (EXCEPT FOR THE TIGHTENING BOLT).
- d) THE TIGHTENING BOLT SHALL INCORPORATE AN OVER TORQUE SHEARING HEAD WHICH WILL ALLOW A CLAMPING TORQUE IN CONFORMITY WITH THE MANUFACTURER'S RECOMMENDATIONS, WITHOUT THE USE OF ANY SPECIAL TOOLS.
- e) NO ENERGIZED PARTS SHALL BE EXPOSED OR ACCESSIBLE BY THE OPERATORS DURING INSTALLATION.
- f) ALL MOUNTING HARDWARE SHALL COMPLY WITH THE ESKOM DISTRIBUTION STANDARD FOR BARE NEUTRAL ABC.
- g) SUSPENSION BRACKET MAX. VERTICAL LOAD - 700 DAN
- h) STRAIN CLAMPS MAX. HORIZONTAL LOAD - 1500 DAN
- i) BRACKETS ARE TO BE MANUFACTURED FROM CORROSION RESISTANT MATERIALS. GALVANIZED STEEL BRACKETS ARE NOT ACCEPTABLE.

h. LV STAYS

- a) THE CONTRACTOR SHALL SUPPLY ALL THE EQUIPMENT NECESSARY FOR PLANTING THE STAY
- b) STAY RODS SHALL BE M12 SIZE WITH LENGTH 1.5M

i. SERVICE BOXES

- a) THE CONTRACTOR SHALL SUPPLY THE POLE-TOP DISTRIBUTION BOX COMPLETE WITH TAILS, STAINLESS STEEL STRAPPING AND CONNECTORS TO ABC.
- b) THE POLE-TOP DISTRIBUTION BOX SHALL BE IN ACCORDANCE WITH SCSSCAAH3.
- c) THE POLE TOP BOXES SHALL BE EQUIPPED WITH ONE 50A MCB.

j. STRINGING

- a) ALL ALUMINUM REINFORCED CONDUCTOR TO BE ESKOM MARKED CONDUCTOR.
- b) ALL JOINTS AND CONNECTIONS SHALL BE THE COMPRESSION TYPE AND SHALL COMPLY WITH THE REQUIREMENTS OF SCSSCAAG5:

k. TRANSFORMER STRUCTURES

- a) THE CONTRACTOR SHALL SUPPLY ALL THE EQUIPMENT NECESSARY FOR INSTALLING THE TRANSFORMER STRUCTURE COMPLETE WITH TRANSFORMER ACCORDING TO THE RELEVANT TRANSFORMER STRUCTURE DRAWING.

l. INSTALLATION EARTHING

- a) THE CONTRACTOR SHALL SUPPLY ALL THE MATERIAL NECESSARY TO INSTALL THE COMPLETE EARTH AS REQUIRED IN THE RELEVANT DISTRIBUTION DRAWING.

m. POLE NUMBERING

- a) THE CONTRACTOR SHALL SUPPLY ALL THE TAGS, PUNCHES AND NAILS TO INSTALL THE POLE NUMBERING.

n. COMMISSION INFRASTRUCTURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- a) THE CONTRACTOR TO SUPPLY ALL MATERIAL NECESSARY TO PERFORM COMMISSIONING IN ACCORDANCE WITH SCSASABZ1.

o. EQUIPMENT LABELLING

THE *CONTRACTOR* IS TO ENSURE THAT THE APPLICABLE STANDARDS REGARDING THE LABELING OF EQUIPMENT AND POLES ARE ADHERED TO.

p. DATA AND INFORMATION

THE *CONTRACTOR* SHALL BE RESPONSIBLE TO SUBMIT THE FOLLOWING DATA TO THE *EMPLOYER* IN THE CORRECT FORMAT.

AS-BUILT DRAWINGS SHALL BE ACCORDING TO LAND DEVELOPMENT DEPARTMENT REQUIREMENTS AND STANDARDS. THE *CONTRACTOR* SHALL FORWARD THE UPDATED DRAWINGS TO THE DESIGN CONSULTANT OR THE ESKOM PROJECT ENGINEER (WITHIN ONE WEEK AFTER PROJECT COMPLETION) TO BE UPDATED ELECTRONICALLY. THE *PROJECT MANAGER* WILL ENSURE THAT THE DESIGN CONSULTANT OR THE ESKOM PROJECT ENGINEER THEN FORWARD THE DRAWINGS TO THE RELEVANT LAND DEVELOPMENT OFFICE (WITHIN TWO WEEKS AFTER CAPTURING BY THE *CONTRACTOR*).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DRAWINGS

SEE ATTACHED DRAWINGS (ANEXTURE H)

STANDARD SPECIFICATIONS

The contractor is to take note of the standards and specifications as listed in the table below.

SPECIFICATION NO.	TITLE /DESCRIPTION OF STANDARD AND SPECIFICATION	DATE OF REVISION	TICK IF PUBLICLY AVAILABLE
SCSASAAMO	ESKOM DISTRIBUTION STANDARD PART 0: STRUCTURES, DEFINITIONS, ABBREVIATIONS AND EXEMPTIONS.	REV 1	
SCSPVABF3	ESKOM DISTRIBUTION STANDARD PART 0: OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS TO BE MET BY CONTRACTORS	REV1	
SCSASAAL9	ESKOM DISTRIBUTION STANDARD PART 2: MV AND LV	REV 2	
SCSASAAM2	ESKOM DISTRIBUTION STANDARD PART 3: LV OVERHEAD RETICULATION.	REV 4	
SCSAGAAF5	ESKOM DISTRIBUTION STANDARD PART 3: LV PROTECTION PHILOSOPHY.	REV1	
SCSASAAP2	ESKOM DISTRIBUTION STANDARD PART 4: 22KV OVERHEAD RETICULATION UP TO HARE/OAK CONDUCTOR	REV0	
SCSASAAS3	ESKOM DISTRIBUTION STANDARD PART 8:	REV 2	
SCSASABZ1	HANDING OVER DOCUMENTATION: MAJOR/MINOR RETICULATION ELECTRIFICATION	REV0	

List of specifications

NOTES TO TABLE:

- This is a list of all the specifications and other documentation referenced or described as being part of the works information.
- The list includes publicly available standard specifications which may not be attached, but which are part of the works information.
- Variations to standard specifications are also listed as applicable and are attached.
- A detailed description of each part of the works, including a bill of quantities, is attached to this document.
- The contractor must be in possession (on site) of the latest ESKOM distribution standards, parts 2, 3, 4, 8 and 9. Failure to adhere to this requirement may lead to the termination of this contract.

TABLE: REFERENCE TO NATIONAL AND INTERNATIONAL STANDARDS

Topic	Document
Aerial Bundled Conductor	SABS 1460, Part 1 to 3 DTS 0105 (NRS 060)
Bolts and Nuts	SABS 135
Bolts, Eye	SABS 178
Busbars	SABS 1195
CNE	
Cables, installation of electric	SABS 1268: 1979
Cables, low voltage	NRS 016: 1991
Cables, medium voltage	SABS 0198: 1988

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Topic	Document
Cables (house service split concentric) Cable Glands Cables Ties Clamps (strain for split concentric) Clamps (suspension for split concentric) Clamps Strain Clevis Tongue Adaptor (Twisted) Clips for Wiring Compression Fittings Concrete Poles Conductor ACSR/AAC and AAAC Conductor, Covered Conduit Connectors, lug/ termination Connectors, insulation piercing Conductor, mid-span/ full tension Connectors Cross Arm Braces Cross Arms D Fuses Earthing Rods Electricity Dispenser Fitting (strain and suspension) ABC Fuse Holder Fuses Galvanizing Harness Wiring	NRS 012: 1991 NRS 013:1991 DTS 0084 (NRS 017) SABS 808 DTS 0086 (NRS 020) SABS 178 SABS 178 BS 3260 Part 1 (Tests) SABS 470 DTS 0106 SABS 602 DTS 0087 (NRS 021) NRS 028 EDF 6737/ HN 33 E60 (Main cable 360 mm ² to 70mm, take-off 6mm to 35 mm) SABS 0162 SABS 1200 H/HA SABS 0162 SABS 1200 H/HA DTS 0048 Rev 0 SABS 1063 SABS 0199 SABS 6024-1 NRS 009-1 DTS 0105 (NRS 060) SABS 172 SABS 763: 1988 SABS 935
Insulator Hardware Insulator Spindle Isolator Line Construction Links Trilinks Links, ganged 3 phases (isolators) Link, pull Stick (Knife links) Links, single Pole "Hulinks" Long Rod Insulators Miniature Circuit Breakers OHASA Act (1993) and it's regulations and amendments Pole Top Service Box Post Insulators Preformed Tension Wraps Preformed Ties Ready Boards Reticulation LV	IEC/ NWS 6036 DTS 0092 SABS 0162 SABS 1200 H/HA NWS 6012 IEC/ NWS 6036 IEC/ NWS 6036 IEC/ NWS 6036 IEC/ NWS 6036 DTS 0092 SABS 606 DTS 0104 (NRS 032) DTS 0092 SABS 178 DTS 0085 (NRS 019) DTS 0090 (NRS 023)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Topic	Document
Road crossing standard	DTS 0060
Safety on Construction Sites	NWS 1058
Service box	DTS 0104 (NRS 032)
Stainless Steel Straps and Buckles	
Stay Assemblies	BS 16
Stay Attachment Brackets	SABS 0162
Stay Insulators	
Stay Wires	SABS 602, Part 5
Surfix Wiring	SABS 1607
Surge Diverters	NWS 1108
Symbolic Safety Signs	SABS 606: 198
Transmission line hardware	NWS 6027
Washers	SABS 135
Wire, PVC Covered	SABS 602
Wire Rope Grips	BS 462
Wood Poles, pine gum	SABS 753
	SABS 754

Guidelines and Recommended Practices

Title	Document
Overhead Reticulation: Recommended Practice for Low Cost Urban Reticulation	NRS 023: 1991 (DTS 0090)
Eskom Electrification Standard : Volumes 1 & 2	
Code of Practice for the Application of CNE on Low Voltage Distribution Systems.	
Power Line Crossing of Proclaimed Roads, Railway Lines, Tramways and Important Communication Lines.	NRS 016 : 1991 (DTS 0103)
Code of Practice for Joint use of Structures for Power and Telecommunication Lines.	DTS 0060 z NRS 043 of 1997

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACT NO. LNM002/2021/22

ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-
NKUMPI LOCAL MUNICIPALITY AREA

C3.3.1 Project Specification

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3.3.1

General Project Specifications

In the event of any discrepancy between the Project Specifications and SANS Standardized Specifications, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence. Where discrepancies arise with regard to the units of the payment items only, the units stated in the Schedule of Quantities shall prevail.

PS 1	CONSTRUCTION PROGRAMME
PS 2	SITE FACILITIES AVAILABLE
PS 3	SITE FACILITIES REQUIRED
PS 4	FEATURES REQUIRING SPECIAL ATTENTION
PS 5	INFORMATION SUPPLIED BY EMPLOYER
PS 6	EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL
PS 7	CERTIFICATES OF PAYMENT
PS 8	CONSTRUCTION IN LIMITED AREAS
PS 9	NON-WORKING DAYS
PS 10	SPOIL MATERIAL
PS 11	DRAWINGS
PS 12	LENGTH OF TRENCHES
PS 13	SAMPLES
PS 14	MANUFACTURER'S INSTRUCTIONS
PS 60	MATERIALS AND PLANT
PS 16	NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS
PS 17	SETTING OUT OF WORK
PS 60	WORKMANSHIP AND QUALITY CONTROL
PS 19	TRANSPORT OF MATERIAL
PS 20	LIAISON WITH LOCAL AUTHORITIES
PS 21	LOCAL LABOUR AND LOCAL SUBCONTRACTORS
PS 22	TRAINING SCHEMES
PS 23	PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 1 : CONSTRUCTION PROGRAMME

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction.

Construction methods must be of such a nature that no property or life is endangered. The Municipality accepts no responsibility for any work done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalization and approval of the construction programme.

The Contractor is responsible for liaison with residents and house owners via the Project Steering Committee in respect of the programming of construction through private erven and the crossing of driveways to erven. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.

Sufficient digital photographs of all existing structures and obstructions in the pipe line routes must be taken by the Contractor, compiled electronically, indexed and handed over to the Engineer before construction commences.

The Contractor shall submit a programme of work to the Engineer/Municipality not later than 14 (fourteen) days after the Contractor has been notified of the acceptance of his tender. This programme must take into account, and allow for phased completion of the work. The Engineer may instruct the Contractor to stop construction work at any stage and time, as may be dictated by financial constraints highlighted by the Clients Cost Control Programme.

If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

The programme shall not be in the form of a bar chart only, but shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

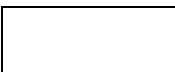
A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

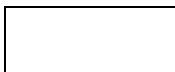
Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

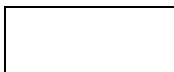
If the programme submitted by the Contractor in terms of Clause 60 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 45 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

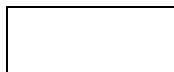
Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 58 of the General Conditions of Contract.

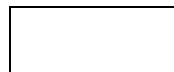
The approval by the Engineer of a programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme.

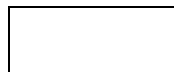

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

(CRITICAL PATH MUST BE INDICATED ON PROGRAMME)**PS 2 : SITE FACILITIES AVAILABLE****PS 2.1 : Water, electricity and sewage**

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

PS 2.3 : Rain gauge

The contractor must set up his own rainfall gauge. This item is included in the Schedule of Quantities under other fixed-charge obligations.

PS 3 : SITE FACILITIES REQUIRED**PS 3.1 : Water, electricity and sewage**

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

PS 3.2 : Site instruction book

A triplicate book shall be provided by the Engineer to be used for site instructions. It shall at all times be kept on the site.

PS 4 : FEATURES REQUIRING SPECIAL ATTENTION**PS 4.1 : Access to properties**

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the employees working around the site as this is a public institution.

PS 4.2 : Contractor's vehicles

All equipment and vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences.

PS 4.3 : Site maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

No open fires shall be permitted on the site.

Vehicles and workers must adhere to property demarcated access routes and not take or make short cuts.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

PS 4.4 : Subcontractors

The Contractor is responsible for work carried out on his behalf by subcontractors. The Engineer will not liaise directly with such subcontractors, and all problems relating to payments, programming, workmanship, etc, shall be the concern of the Contractor and the subcontractor, and the Engineer will not be involved.

PS 4.5 : Existing Services

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

PS 4.6 Safety

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitably safeguarded and barricaded especially during night time, weekends or holidays and any other day of inactivity by the Contractor.

PS 5 : INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

PS 6 : CERTIFICATES OF PAYMENT

It was agreed that the master copy of the payment certificates would be drawn up and processed by the Contractor. All costs to this effect, as well as reproduction costs shall be to the account of the Contractor. It was agreed that the first month's certificate will be evaluated and if in order, the same format will be used throughout the contract.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

PS 7 : CONSTRUCTION IN LIMITED AREAS

In certain cases working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

PS 8 : NON-WORKING DAYS

The Contractor shall not work on Sundays or on the following statutory Public Holidays: New Years Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill. Whenever any of the above statutory Public Holidays fall on a Sunday, the following Monday shall be a Public Holiday.

PS 9 : SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer. Spoiling shall comply with the applicable statutory and municipal regulations.

PS 10 : DRAWINGS

All "as built" information, as listed below, must be submitted to the Engineer's Representative before a certificate of completion will be issued. No separate payment will be made for the "as built" drawings

PS 11 : SAMPLES

The Contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications. The cost of all tests failed shall be for the Contractor's account.

PS 12 : MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

PS 13 : MATERIALS AND PLANT

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

PS 14 : NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

The standard name board of the South African Association of Consulting Engineers is specified. The cost of which shall be included in the rates tendered for items 1300 (Colto) of the Schedule of Quantities.

PS 60 : SETTING OUT OF WORK

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

PS 16 : WORKMANSHIP AND QUALITY CONTROL

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

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

The Contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

PS 17 : TRANSPORT OF MATERIAL

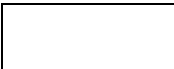
All costs of transporting material shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

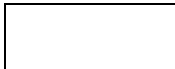
PS 60 : LIAISON WITH LOCAL AUTHORITIES

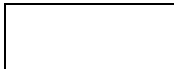
The Contractor will have to liaise with local authorities regarding the following matters:

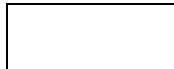
- (a) Protection of existing services during construction.

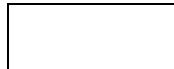
All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the local authorities informed.

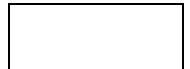

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

LEPELLE NKUMPI LOCAL MUNICIPALITY



LEPELLE-NKUMPI
LOCAL MUNICIPALITY

CONTRACT NO. LNM002/2021/22

**ELECTRIFICATION OF 100 CONNECTONS IN MOGOTO VILLAGE WITHIN LEPELLE-
NKUMPI LOCAL MUNICIPALITY AREA**

C4 Site Information

S4.2 Site Location

- Project area Locality: Ga- Mogoto Village, Ext.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Page 10 of 10

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible]

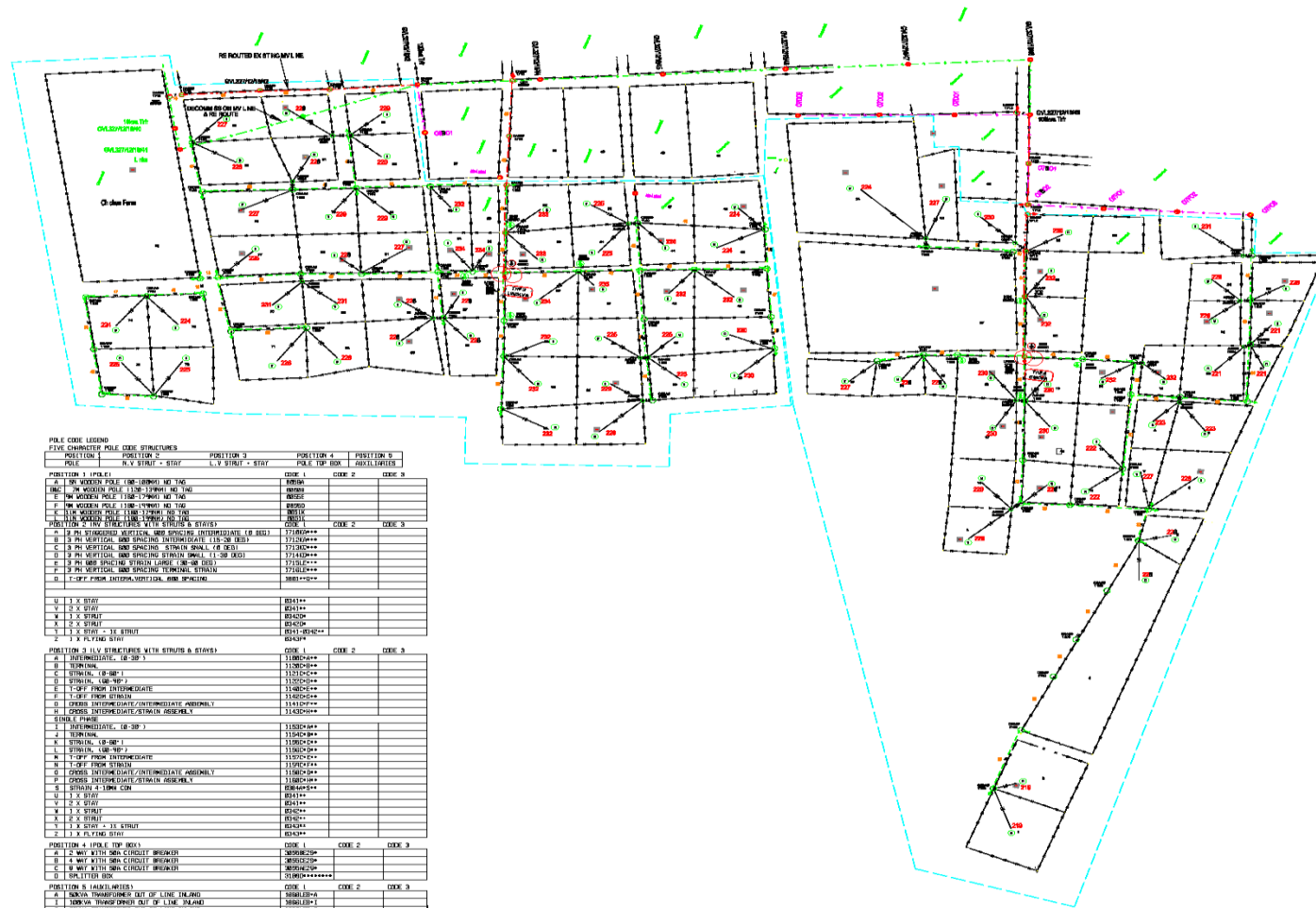
Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible][illegible]

DL	DL2B	NEW	NEW
DL	DL2B	NEW	NEW



**LEPELLE-NKUMPI
LOCAL MUNICIPALITY**

**ELECTRIFICATION
OF
MOGOTO VILLAGE Ext.**

MV AND LV LAYOUT

ARMED - 1.2 MW

ADMD = 1.2KVA			
NAME	DATE	ENTERED BY	REVIEWED BY
J. JONES			
DATE	TIME	BY	REVIEWED
		LT. MARGOLIS	
DATE	TIME	BY	REVIEWED
01/12/04			
SHEET 2		1.0	

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

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

Pula EU GBP

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
(C20) Total tender value									R 0		
(C21) Total Exempt imported content										R 0	
(C22) Total Tender value net of exempt imported content										R 0	
(C23) Total Imported content											R 0
(C24) Total local content											R 0
(C25) Average local content % of tender											
Signature of tenderer from Annex B											
Date:											

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SATS 1286.2011											
Annex D											
Imported Content Declaration - Supporting Schedule to Annex C											
(D1) Tender No.											
(D2) Tender description:											
(D3) Designated Products:											
(D4) Tender Authority:											
(D5) Tendering Entity name:											
(D6) Tender Exchange Rate:		Pula		EU	R 9,00	GBP	R 12,00				
A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											
B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	
C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	
D. Other foreign currency payments				Calculation of foreign currency payments						Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)							(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party										R 0	
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above											
This total must correspond with Annex C - C 23											
Signature of tenderer from Annex B											
Date:											

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.		Note: VAT to be excluded from all calculations
(E2)	Tender description:		
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2