

LEPELLE-NKUMPI LOCAL MUNICIPALITY



BID DOCUMENT

BID NO: LNM053/2020/21 READVERT

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
TECHNICAL SERVICES (PMU): Mr Tebogo Phasha LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4556/7 Fax: (015) 632 4594	SUPPLY CHAIN MANAGEMENT Mr. Jeffrey Pitseng LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4531 Fax: (015) 633 6896

NAME OF BIDDER (BIDDING ENTITY) : _____

TEL NUMBER : _____

FAX NUMBER : _____

CENTRAL SUPPLIER DATABASE NO : _____

CLOSING DATE : **08 SEPTEMBER 2021**

CLOSING TIME : **11H00**

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

R..... (In figures)

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FORM A

BID NOTICE

BID: LNM053/2020/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

Bid documents can be downloaded for free from the municipal website (www.lepelle-nkumpi.gov.za).

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 08 SEPTEMBER 2021**

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, **80/20 point system where 80 points are for price and 20 points for B-BBEE Level of contribution and 100 points Functionality**, 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 Community service **Mr Tebogo Phasha** on telephone number (015) 633 4556

MANKGA KG
ACTING MUNICIPAL MANAGER

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)				
BID NUMBER:	LNMO53/2020/21	CLOSING DATE:	08 SEPTEMBER 2021	CLOSING TIME: 11H00
DESCRIPTION	ELECTRIFICATION OF MATHIBELA VILLAGE(185)			
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]
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. Tebogo Phasha
CONTACT PERSON	Mr. Jeffrey Pitseng	TELEPHONE NUMBER	015 633 4557
TELEPHONE NUMBER	015 633 4531	FACSIMILE NUMBER	(015) 633 6896
FACSIMILE NUMBER	(015) 633 6896	E-MAIL ADDRESS	Malekate.phasha@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
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
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:

RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS 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.
 - 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.
 - Pin/ CSD number must be completed in MBD 1 in the bid.
 - Bid document must be completed in full.
 - **All Pages must be initialized or signed.**
 - Alterations must be signed or initialized.
 - Certified copy of Identity document (ID) for all the director(s) must be attached
 - 4EP or higher CIDB Grading
 - Only local produce products will be considered, Local Content Annexures (C,D and E) must be fully completed with the line stipulated minimum threshold as stated below

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.
- Complies with the requirements of the bid and technical specifications.
- Authority for signatory - attach resolution in case of more than one director.
- **THE USE OF TIPPEX WILL AUTOMATICALLY DISQUALIFY YOUR BID**
- 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 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)

28. 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.
- (4) 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.

2. BID EVALUATION CRITERIA

All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Lepelle-Nkumpi Municipality Supply Chain Management Policy, the Preferential Procurement

Policy Framework Act, amended PPR 2017 and other applicable legislations.

The 80/20 preference point system will be applicable with Price at 80 and B-BBEE Level of Contribution at 20. The points will be allocated as follows:

Evaluation on Price and Preference Point System

The evaluation for Price and B-BBEE level of contribution shall be based on the 80/20 PPPFA and amended PPR 2017 principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Black Economic Empowerment	20
3.	Total	100

The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

1. The Municipal Manager may cancel a contract awarded to a person if:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Lepelle-Nkumpi Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- d) Been convicted of fraud or corruption during the past five years;
- e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

AUTHORITY FOR SIGNATORY

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

"By resolution of the board of directors passed on _____ 20____

Mr/Mrs/Ms. _____

Has been duly authorised to sign all documents in connection with the bid for

Contract _____ No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company: _____

In his capacity as: _____

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

2 FUNCTIONALITY (TECHNICAL) REQUIREMENTS

Technical / Functionality will be evaluated against the following detailed requirements:

Functionality	Points allocation
Company Experience (Certified copies of appointment letters and completion certificates in electrical 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
Registration with Department of Labour (Certified copy of letter of Occupational Health and Safety Act 1993) Electrical Installation Regulation Registration 6 (4): Registration of Electrical Contractor. Total	20 20
Financial Capacity (Bidders must demonstrate financial capacity to execute the projects, by attaching letter from the bank with their rating Bank Rating = C Bank Rating = B Bank Rating = A Total	 10 15 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

The bidder is expected to score a minimum of 60 points in order to be evaluated further

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

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.

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

- 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

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

[illegible]

MBD 3.2

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

MBD 3.3

PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....	Bid Number:
Closing Time:	Closing Date

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION HOURLY RATE DAILY RATE

-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

6. Period required for commencement with project after Acceptance of bid
.....

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract?
.....*YES/ NO.

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

.....

.....

.....

.....

*Delete if not applicable

ANNEXTURE “A”

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

MBD 5

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

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

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

***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.

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

.....
.
.....

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

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

.....
Name of Bidder

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.

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>

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 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

.....

.....

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.

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>
__Transformers_____	90%
__Poles_____	100%
__Prepaid Meters_____	50%
__Conductors_____	90%

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.

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 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: _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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

DATE

WITNESSES

1

2.

DATE:
.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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.

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;
 - (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

Objections and complaints

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, Private Bag X 07, Chuenespoort, 0745. To report any fraud; irregularities or corruption related incidents you may call our Anti Fraud Hotline number: 0800 20 50 53

Checklist of documents to be submitted:

Please tick in the relevant block below

YES

NO

☐☐

One original bid document

☐☐

Certified copies of qualifications

☐☐

CIPRO company registration documents listing all members with percentages, in case of a CC.

☐☐

Latest Original Certified copies of all share certificates (i.e. copy with original stamp), in case of a company.

☐☐

Declaration of interest

☐☐

BEE rating certificate issued by a SANAS Accredited BEE verification agency or sworn affidavit

☐☐

Certified copies of qualifications and registration qualifications

☐☐

Statements of Municipal Rates & Taxes (as proof of payment of municipal services of your municipality not older than 3 months)

Please ensure that the following documents are completed:

YES

NO

☐☐

All MBD forms (MBD 1, MBD 2, MBD 3.1, 3.2 or 3.3, MBD 4, MBD 5, MBD 6.1, MBD 7.1, MBD 8 and MBD 9)

☐☐

Completed Price Schedule with detailed breakdown

Kindly take note that:

- 1. Should all of these documents not be included where applicable, the bidder may be disqualified on the basis of non-compliance.**
- 2. The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.**

Signed

:.....

Name in Print

:.....

LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. **LNM053/2020/21**

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

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

LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM053/2020/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

C1 AGREEMENTS AND CONTRACT DATA

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

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 MATHIBELA VILLAGE (185)

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

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

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature of Witness

Name Date

FOR THE EMPLOYER

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature of Witness

Name Signature

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 SIX (6) 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: 015 633 4557Facsimile: (015) 633 6896 e-mail: Malekate.phasha@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

Clause	Description
	Health and safety plan (Specification to be provided) Programme of Works Security (Surety/ performance Guarantee) 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.
5.13.1	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</p>

Clause	Description
	<p>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> <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>

Clause	Description
	<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 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.

Part 2: Data provided by the Contractor

Clause	

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								
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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														

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

CONTRACT NO. LNM053/202/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

WHEREAS

at
(Hereinafter referred to as "the Employer")

entered into, on the Day of2060, at

a Contract with

at
(Hereinafter called "The Contractor")

for the construction of

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

AND WHEREAS
has/have at the request of the Contractor, agreed to give such security;

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it,

and to give time to or compound or make any other arrangement with the Contractor.

3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

IN WITNESS WHEREOF this guarantee has been executed by us at on
this..... day of 2060.

As witnesses:

1.....

Signature.....

2.....

Duly authorised to
sign on behalf of

Address

.....

.....

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____ **between THE LEPELLE NKUMPI LOCAL MUNICIPALITY(hereinafter called "the Employer") of the one part, herein represented by**

in his capacity as _____

and

(hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz, CONTRACT NO. LNM008/2016/17 - ELECTRIFICATION OF MATHIBELA VILLAGE.

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

- (i) Section 8 : General duties of employers to their employees;
- (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
- (iii) Section 37 : Acts or omissions by employees or mandataries, and
- (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1

NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1
(IN CAPITALS)

LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM053/2020/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

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 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 bidden 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 bidden 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 bidden 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
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 bidden rate of the (same) item

Sum : An amount bidden 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

LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM053/2020/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

C2.2 BILL OF QUANTITIES

BILL OF QUANTITIES

BILLS OF QUANTITIES - MATHIBELANORTH VILLAGE									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
A	Preliminaries & General								
1	Site Establishment	Sum	0	0,00	1		R -	R -	R -
2	Set up and dismantle camp	Sum	0	0,00	1		R -	R -	R -
3	Site store and store man	Mth	0	0,00	3		R -	R -	R -
4	Site office, toilets	Mth	0	0,00	3		R -	R -	R -
5	Staff food & accommodation	Mth	0	0,00	3		R -	R -	R -
6	Supervision	Mth	0	0,00	3		R -	R -	R -
7	General security at store	Mth	0	0,00	3		R -	R -	R -
8	Medical and PPE (30)	Sum	0	0,00	1		R -	R -	R -
9	SHEQ	Sum	0	0,00	1		R -	R -	R -
10	Health & Safety Requirements	Mth	0	0,00	3		R -	R -	R -
SUB-TOTAL							R -	R -	R -
B	Pegging out the works	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV Pegging-by an Eskom approved surveyor	km	0	0,00	1,675		R -	R -	R -
2	LV Pegging- by an Eskom approved surveyor	km	0	0,00	6,164		R -	R -	R -
3	As built drawing by an Eskom approved surveyor (who pegged the lines) only provisional amount	Sum	0	0,00	0	R -	R -	R -	R -
4	Bush clearing and tree felling	m	0	0,00	0	R -		R -	R -
SUB-TOTAL							R -	R -	R -
C	Digging Holes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1A	LV stay back-actor or hand	e.a.	0	0,00	73		R -	R -	R -
1B	Rock Drill	e.a.	0	0,00	31		R -	R -	R -
1C	Compressors	e.a.	0	0,00	0		R -	R -	R -
2A	MV stay back-actor or hand	e.a.	0	0,00	17		R -	R -	R -
2B	Rock Drill	e.a.	0	0,00	8		R -	R -	R -
2C	Compressors	e.a.	0	0,00	0		R -	R -	R -
3A	7m Pole back-actor or hand	e.a.	0	0,00	94		R -	R -	R -
3B	Rock Drill	e.a.	0	0,00	41		R -	R -	R -
3C	Compressors	e.a.	0	0,00	0		R -	R -	R -
4A	9m Pole back-actor or hand	e.a.	0	0,00	24		R -	R -	R -
4B	Rock Drill	e.a.	0	0,00	10		R -	R -	R -
4C	Compressors	e.a.	0	0,00	0		R -	R -	R -
5A	10m Pole back-actor or hand	e.a.	0	0,00	0		R -	R -	R -
5B	Rock Drill	e.a.	0	0,00	0		R -	R -	R -

5C	Compressors	e.a.	0	0,00	0		R	-	R	-	R	-
6A	11m Pole back-actor or hand	e.a.	0	0,00	25		R	-	R	-	R	-
6B	Rock Drill	e.a.	0	0,00	10		R	-	R	-	R	-
6C	Compressors	e.a.	0	0,00	0		R	-	R	-	R	-
7A	13m Pole back-actor or hand	e.a.	0	0,00	0		R	-	R	-	R	-
7B	Rock Drill	e.a.	0	0,00	0		R	-	R	-	R	-
7C	Compressors	e.a.	0	0,00	0		R	-	R	-	R	-
SUB-TOTAL							R	-	R	-	R	-
D	Plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal		Ltotal		Total	
1	7m Wood 120-140mm tops	e.a.	135		135		R	-	R	-	R	-
2	9m Wood 140-160mm tops	e.a.	27		27		R	-	R	-	R	-
3	9m Wood 160-180 mm tops	e.a.	7		7		R	-	R	-	R	-
4	10m Wood 160-180mm tops	e.a.	0		0		R	-	R	-	R	-
5	10m Wood 180-200mm tops	e.a.	0		0		R	-	R	-	R	-
6	11m Wood 160-180mm tops	e.a.	16		16		R	-	R	-	R	-
7	11m Wood 180-200mm tops	e.a.	19		19		R	-	R	-	R	-
8	12m Wood 180-200mm tops	e.a.	0		0		R	-	R	-	R	-
9	13m Wood 180-200mm tops	e.a.	0		0		R	-	R	-	R	-
SUB-TOTAL							R	-	R	-	R	-
E	HV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal		Ltotal		Total	
	DUAL PHASE											
1	Int ass delta 0 deg	e.a.	0		0		R	-	R	-	R	-
2	Int ass vertical (1-10 deg)	e.a.	0		0		R	-	R	-	R	-
3	Int ass stag vertical (0 deg)	e.a.	0		0		R	-	R	-	R	-
4	Strain ass delta (0-30 deg)	e.a.	0		0		R	-	R	-	R	-
5	Strain ass delta (30-90 deg)	e.a.	0		0		R	-	R	-	R	-
6	Terminal delta	e.a.	0		0		R	-	R	-	R	-
7	T-off ass int-delta	e.a.	0		0		R	-	R	-	R	-
8	T-off ass str-delta	e.a.	0		0		R	-	R	-	R	-
9	T-off ass int vert	e.a.	0		0		R	-	R	-	R	-
10	Susp ass vert (10-30 deg)	e.a.	0		0		R	-	R	-	R	-
11	Strain ass vertical (30-90 deg)	e.a.	0		0		R	-	R	-	R	-
12	Terminal ass vert	e.a.	0		0		R	-	R	-	R	-
13	In-line strain vert	e.a.	0		0		R	-	R	-	R	-
14	T-off ass strain vert	e.a.	0		0		R	-	R	-	R	-
SUB-TOTAL							R	-	R	-	R	-
F	THREE PHASE	Unit	MQty	MRate	LQty	LRate	Mtotal		Ltotal		Total	
1	Int ass delta 0 deg	e.a.	0		0		R	-	R	-	R	-
2	Int ass vertical (1-10 deg)	e.a.	0		0		R	-	R	-	R	-
3	Int ass stag vertical (0 deg)3ph	e.a.	17		17		R	-	R	-	R	-
4	Strain ass delta (0-30 deg)	e.a.	0		0		R	-	R	-	R	-
5	Strain ass delta (30-90 deg)	e.a.	0		0		R	-	R	-	R	-
6	Terminal delta	e.a.	0		0		R	-	R	-	R	-

7	T-off ass int-delta	e.a.	0		0		R	-	R	-	R	-
8	T-off ass int vert	e.a.	9		9		R	-	R	-	R	-
9	Susp ass vert (10-30 deg)	e.a.	1		1		R	-	R	-	R	-
10	Strain ass vertical (30-90 deg)	e.a.	6		6		R	-	R	-	R	-
11	Offline fused 2.5m D-DT 1848	e.a.	0		0		R	-	R	-	R	-
12	Terminal ass vert	e.a.	9		9		R	-	R	-	R	-
13	In-line strain vert	e.a.	0		0		R	-	R	-	R	-
SUB-TOTAL							R	-	R	-	R	-
G	MV Stays	Unit	MQty		LQty	LRate	Mtotal		Ltotal		Total	
1	1 Off conv anchor	e.a.	25		25		R	-	R	-	R	-
2	1 Off flying stay	e.a.	0		0		R	-	R	-	R	-
3	1 Off strut pole 11m	e.a.	2		2		R	-	R	-	R	-
SUB-TOTAL							R	-	R	-	R	-
H	LV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal		Ltotal		Total	
1	Int / susp (0-10 deg)	e.a.	91		91		R	-	R	-	R	-
2	Intermediate service	e.a.	0		0		R	-	R	-	R	-
3	Strain (0-60 deg)	e.a.	11		11		R	-	R	-	R	-
4	Strain (60-90 deg)	e.a.	24		24		R	-	R	-	R	-
5	Terminal	e.a.	78		78		R	-	R	-	R	-
6	T-off from interm	e.a.	20		20		R	-	R	-	R	-
7	T-off from strain	e.a.	0		0		R	-	R	-	R	-
8	Cross int-int ass	e.a.	3		3		R	-	R	-	R	-
9	Cross int-straint ass	e.a.	0		0		R	-	R	-	R	-
SUB-TOTAL							R	-	R	-	R	-
I	LV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal		Ltotal		Total	
1	1 Off conv anchor	e.a.	104		104		R	-	R	-	R	-
2	1 Off flying stay	e.a.	0		0		R	-	R	-	R	-
3	1 Off strut pole 7m	e.a.	17		17		R	-	R	-	R	-
SUB-TOTAL							R	-	R	-	R	-
J	Service Boxes	Unit	MQty	MRate	LQty	LRate	Mtotal		Ltotal		Total	
1A	Box, pole top split meter: 2 way	e.a.	0		0		R	-	R	-	R	-
2B	Box, pole top split meter: 4 way	e.a.	112		112		R	-	R	-	R	-
SUB-TOTAL							R	-	R	-	R	-
K	Stringing	Unit	MQty	MRate	LQty	LRate	Mtotal		Ltotal		Total	
1	Squirrel conductor	m	0		0		R	-	R	-	R	-
2	Fox conductor	m	6000		6000		R	-	R	-	R	-
3	Mink conductor	m	0		0		R	-	R	-	R	-
4	35 mm sq ABC 1-ph	m	0		0		R	-	R	-	R	-
5	35 mm sq ABC 2- ph	m	0		0		R	-	R	-	R	-
6	35 mm sq ABC 3-ph	m	4800		4800		R	-	R	-	R	-
7	70 mm sq ABC 1-ph	m	0		0		R	-	R	-	R	-
8	70 mm sq ABC 2-ph	m	0		0		R	-	R	-	R	-
9	70 mm sq ABC 3-ph	m	3600		3600		R	-	R	-	R	-

10	MV Fox full tension joint	e.a.	24		24		R -	R -	R -
11	LV joint 35 mm full tension	e.a.	8		8		R -	R -	R -
12	LV joint 70 mm full tension	e.a.	4		4		R -	R -	R -
SUB-TOTAL							R -	R -	R -
L	Transformer Installation	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	Transformers: 11kV All accessories included								
1	200kVA x 3 Ph (1 off) - relocate	ea	0		0		R -	R -	R -
2	200kVA x 3 Ph (1 off) - new	ea	0		0		R -	R -	R -
3	100kVA x 3 Ph (2 off) - relocate	ea	0		0		R -	R -	R -
4	100kVA x 3 Ph (2 off) - new	ea	6		6		R -	R -	R -
5	50kVA x 3 Ph (0 off) - relocate	ea	0		0		R -	R -	R -
6	50kVA x 3 Ph (0 off) - new	ea	1		1		R -	R -	R -
7	32kVA x 2 Ph (0 off) - relocate	ea	0		0		R -	R -	R -
8	32kVA x 2 Ph (0 off) - new	ea	0		0		R -	R -	R -
9	25kVA x 3 Ph (0 off) - relocate	ea	0		0		R -	R -	R -
10	25kVA x 3 Ph (0 off) - new	ea	0		0		R -	R -	R -
11	16kVA x 1 Ph (1 off) - relocate	ea	0		0		R -	R -	R -
12	16kVA x 1 Ph (1 off) - new	ea	0		0		R -	R -	R -
SUB-TOTAL							R -	R -	R -
M	LV Protection Morsdorf type fuses	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	63 A	e.a.	0		0		R -	R -	R -
2	80A Dual phase (32kVA)	e.a.	0		0		R -	R -	R -
3	80A Three phase (50kVA)	e.a.	3		3		R -	R -	R -
4	160A ABC 3PH	e.a.	18		18		R -	R -	R -
5	ABC FUSE HOLDERS (DDT 3182)	e.a.	0		0		R -	R -	R -
SUB-TOTAL							R -	R -	R -
N	Installation Earthing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV Earthing (Type 1 crowfoot)	e.a.	7		7		R -	R -	R -
2	LV Earthing (Type 1 crowfoot)	e.a.	17		17		R -	R -	R -
3	Bonding	e.a.	35		35		R -	R -	R -
SUB-TOTAL							R -	R -	R -
O	Pole Numbering	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV pole number	e.a.	35		35		R -	R -	R -
2	LV pole number	e.a.	162		162		R -	R -	R -
SUB-TOTAL							R -	R -	R -
P	Commissioning	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Test & commission trsf and MV equipment	e.a.	7	0,00	7		R -	R -	R -
								R -	R -
Q	Other	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Link assembly (On-load) per phase	ea	0		0		R -	R -	R -

2	Link assembly (Off load) per phase	ea	9		9		R -	R -	R -
3	Drop-out fuses three phase	ea	7		7		R -	R -	R -
4	Drop-out fuses dual phase	ea	0		0		R -	R -	R -
5	Sample line /Material Board	sum	2		2		R -	R -	R -
6	CT/VT unit, incl meter box, links	ea	0		0		R -	R -	R -
7	Remove existing poles	ea	0		0		R -		R -
8	Remove existing conductor	m	0		0		R -	R -	R -
9	Remove existing stay	ea	0		0		R -	R -	R -
10	Remove existing transformer	ea	0		0		R -	R -	R -
11	Upgrade Dual Phase fox MV to three phase fox line, include dressing and re-tension old dual phases.	m	0		0		R -	R -	R -
12	Live work (provisional amount)	prov	2		2		R -	R -	R -
13	Ant-clim device	ea	39		39		R -	R -	R -
14	Labelling of equipment	ea	39		39		R -	R -	R -
15	Tree felling (trunk diameter > 300mm)	ea	0		0		R -	R -	R -
SUB-TOTAL							R -	R -	R -
R	House Connections	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Underground connection	ea	0		0		R -	R -	R -
2	Overhead connection	ea	185		185		R -	R -	R -
3	Supply Split meter , fixing rails and plug	ea	185		185		R -	R -	R -
4	Supply split meter ready board	ea	185		185		R -	R -	R -
5	Supply 60A ED(no internal ELPU)	ea	0		0		R -	R -	R -
6	Sealing of meters	ea	185		185		R -	R -	R -
7	COC certificates	ea	185		185		R -	R -	R -
8	COC Certificate ECA version	ea	0		0		R -	R -	R -
9	Supply and install additional 63A circuit breaker	ea	0		0		R -	R -	R -
10	Marketing for connections	ea	185		185		R -	R -	R -
11	Capture and upload of customer data new & Existing	ea	185		185		R -	R -	R -
SUB-TOTAL							R -	R -	R -
S	Excavate and plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1A	5m Wood 80-100 mm tops	e.a.	75		75		R -	R -	R -
1B	Rock Drill	e.a.	0		0		R -	R -	R -
1C	Compressors	e.a.	0		0		R -	R -	R -
2A	7m Wood 120-140 mm tops	e.a.	0		0		R -	R -	R -
2B	Rock Drill	e.a.	0		0		R -	R -	R -
2C	Compressors	e.a.	0		0		R -	R -	R -
3	Shackpole Dressing	e.a.	75		75		R -	R -	R -
4	Rock Drill	e.a.	0		0		R -	R -	R -
5	Hand Excavate Cable trench - house connection	m	0		0		R -	R -	R -

6	Hand Excavate Cable trench-Road Crossing	m	0		0		R -	R -	R -
7	Install Cable Sleeves 110mm	m	0		0		R -	R -	R -
SUB-TOTAL							R -	R -	R -
T	Conductor(Installation incl in service con rate)	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	4mm sq Airdac SNE plus Pilot wires	m	0		0		R -	R -	R -
2	10mm sq Airdac SNE plus Pilot wires	m	7500		7500		R -	R -	R -
SUB-TOTAL							R -	R -	R -
S	General								
1	Community Liason Officer	Month			3	R 5 500,00	R -	R 16 500,00	R 16 500,00
2	Provisional sum of the Live Line work for closing spans	Each			2	R 30 000,00	R -	R 60 000,00	R 60 000,00
3	Provisional sum for the As-built Drawings by Eskom approved surveyor	sum			1	R 19 000,00	R -	R 19 000,00	R 19 000,00
4	Provisional Eskom commissioning costs	Day			1	R 15 000,00	R -	R 15 000,00	R 15 000,00
SUB-TOTAL							R -	R 110 500,00	R 110 500,00

ELECTRIFICATION OF MATHIBELA VILLAGE - SUMMARY

Item	Description	Amount		
Number of Stands -		Materials	Labour	Total Price
A	Preliminaries & General	R -	R -	R -
B	Pegging out the works	R -	R -	R -
C	Digging Holes	R -	R -	R -
D	Plant poles	R -	R -	R -
E	HV Structures Dual Phase	R -	R -	R -
F	HV Structures Three Phase	R -	R -	R -
G	MV Stays	R -	R -	R -
H	LV Structures	R -	R -	R -
I	LV Stays	R -	R -	R -
J	Service Boxes	R -	R -	R -
K	Stringing	R -	R -	R -
L	Transformer Installation	R -	R -	R -
M	LV Protection	R -	R -	R -
N	Installation Earthing	R -	R -	R -
O	Pole Numbering	R -	R -	R -
P	Commissioning	R -	R -	R -
Q	Other	R -	R -	R -
R	House Connections	R -	R -	R -
S	Excavate and plant poles	R -	R -	R -
T	Conductor	R -	R -	R -
U	General	R -		
		R -	R -	R -
SUB TOTAL A EXC. 15% VAT		R -	R -	R -
CONTINGENCIES @ 10%		R -	R -	R -
SUB TOTAL B EXC. 15% VAT		R -	R -	R -
15% VAT		R -	R -	R -
TOTAL INC. 15% VAT		R -	R -	R -

LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM053/2020/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

C3.1 SCOPE OF WORK

DESCRIPTION OF WORKS

C3.1.1 General Description of the project

ELECTRIFICATION OF MATHIBELA VILLAGE (185). The village is located for ±60km 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 185 HOUSES AT MATHIBELA VILLAGE under Lepelle Nkumpi Local Municipality in Capricon District Municipality.

C3.1.3 Extent of Works

The scope of work comprise 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 (200 connections)
- Testing and Commissioning
- Energizing

Note:

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: MATHIBELA
- Coordinates 24⁰ 18' 14. 52" S 29⁰ 20'53". 48 E

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

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.

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 –
(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 –
(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.

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

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 Hand tools

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

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.

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CONTRACT NO. LNM053/2020/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

C3.2 Standard specification

PART C3.2.1

STANDARD SPECIFICATIONS

SANS 1607/2002	:	Cable Specifications
SANS 10142	:	Code of Practice for the Wiring of Premises
SABS 780	:	Transformer Specifications Standards
SABS 0225	:	Pole Design Standard

- 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.

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CONTRACT NO. LNM053/2020/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

C3.3.1 Project Specification

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

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.

(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.

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.

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.

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.

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.

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CONTRACT NO. LNM053/2020/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

C3.3.2 Technical Specification

PART C3.3.2

Technical Project Specifications

Works & technical information: Electrification

SCOPE

Supply labour, transport and material to construct the complete electrical infrastructure and house connections for the Village in question including design, 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:

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 cleanup of site camp and site store, as well as transportation of excess material not used, back to the stores.

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 aerial 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

Install the transformers, including MV surge arrestors, LV fuse protection units. Pole mounted 11kv/480v dual phase transformers of preferred size 32kva, and 11kv/460 v 16kVA to be used.

Excavate trenches to a depth of at least 600mm for type 1 MV and LV three-point star earth electrodes, install electrodes and backfill and compact on completion.

Install 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 inside meter box, and plugs in houses.

Connect meters to pole top box via overhead airdac, according to distribution standard.

All materials must be brand new.

Test and commission house connections and issue COCs.

Capture all connections on CORDAPTIX prepaid bulk uploads, fill in connection slips in full.

The work will be taken over by the employer on completion.

RESTRICTIONS IN PROVIDING THE WORKS

- a) Visit every resident and arrange access for mid-block electrification.
- b) Treat residents in a courteous, friendly and polite manner and keep them informed of changes to the required access.
- c) Foster close relationships with recognized community structures.
- d) Staff other than key contractor -staff is employed from the local community.
- e) Definition of completion: The works are to be completed in accordance with the specifications in all respect and taken-over by the employer, except cleaning of the site and breaking of camp which may be done within 1 week after completion.
- f) All services shall be in accordance with ESKOM distribution services standard and specifications.

TECHNICAL SPECIFICATIONS

Note: Unless otherwise specified the material shall be in accordance to the specifications listed in the ESKOM **NEC** small works contract.

WORK SPECIFICATION

NOTES:

- a) All work shall be in accordance with the relevant ESKOM specification.
- b) All labour cost shall be included in quoted rate.

1.1 .A PRELIMINARIES & GENERAL

1. A.1 TO 1.A.6 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 ESKOM provided materials.

1.A.7 TO 1 .A. 12 SITE ESTABLISHMENT AND TIME RELATED COSTS

- a) The specific contractor shall supply a suitable site office, site store with a store man, staff accommodation and security.
- b) The specific contractor shall supply suitable supervision on site.
- c) the contractor shall also be responsible to remove all facilities established on site after his work is complete.

1. A.13 DESIGN

- a) The specific contractor shall supply a complete design to ESKOM specifications.

1.1. B PEGGING OUT THE WORKS

- a) The contractor shall deliver the completed work in accordance with the specifications and to the total satisfaction of 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 clear bush 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
- g) The contractor shall repair all fences damaged by him to the satisfaction of the property owner
- 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.

1.1. C 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-0360.
- 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

1 1.D POLES

- a) All poles shall be positioned plumb vertical in the centre of the excavations viewed from any direction.
- b) Planting of poles and backfilling of holes shall be in accordance with SCSSCAA01.

1 1.E HV STRUCTURES

- a) Supplying and installing all hardware according to the relevant structure drawings.

1.1. F HV 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.
- c) All stays shall be planted with the relevant stay plates fitted on the stay rod.
- d) 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 260mm.
- e) Struts shall be fitted with barbed wire anti climbing devices.

1.1. G 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 re-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 - 1600 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.

1.1. H 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 260mm.
- f) Struts shall be fitted with barbed wire anti climbing devices.

1. 1. I SERVICE BOXES

- a) Supply and install 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 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.

1.1. J 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.

1. 1. K 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.
- d) all existing transformers to be upgraded to ESKOM specifications. In cases where bare LV at the transformer will not provide sufficient clearances, the bare LV conductor is to be replaced with ABC conductor to the first LV pole from the transformer.

1 1.L 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 260mm.

1 1.M 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 ESKASAANO.
- c) MV and LV poles shall be numbered as indicated on the design drawing.

1.1. N 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,

1.1.P OTHER

1.0.1 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
- c) For future LV units to be installed where upgrading of the network is anticipated.
- d) The transformer structure drawing D-DT-0309 indicates proposed fuse unit
- e) Positions for up to 4 units. Typically. Two LV feeders can be fed from one fuse unit.

1.1.0.2 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.

1.1.0.3 SITE ESTABLISHMENT TO INCLUDE:

SITE OFFICE

- a) The contractor shall provide onsite 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. The employer or his authorized representative supervisory staff will utilize this site office.
- b) 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.
- c) Site office 3m x 4m (minimum) furnished with the following:
 - 1 x table 1,6mx 1.2m
 - 8 x chairs
 - 1 x pin board 1,6mx 1,2m
 - 1 x lockable filing cabinet
 - 1 x toilet (chemical)
 - emergency kit
- d) 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 manager's office.
- e) The contractor shall provide a fenced-in yard for the whole of the contract period.
- f) The location of the site offices shall be determined on site in collaboration with the employer or his authorized representative. The contractor shall remove these site offices and the area cleared to the satisfaction of the employer or his authorized representative on completion of this works.

- g) Tenderers shall take note that the total cost involved in these site offices shall be included in the rate for site establishment offered
- h) Establishment of facilities on site such as plant, sheds, water, electricity, lighting, etc.
- i) Removal of facilities from site after completion of work.
- j) Any additional cost deemed necessary by the contractor to comply with contractual requirements.

1.1.0.4 STORE AREA

- a) The contractor shall provide onsite a suitable site store for the temporary storage of material and equipment.
- b) The location of the site store shall be determined on site in collaboration with the employer or his authorized representative.
- c) 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.
- d) 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.

1 1.0.5 SAMPLE LINE BOARD

- a) The contractor shall build and provide onsite a sample line and material boards as specified in Annexure a: sample line and material board standard:
- b) ESKOM northern region
- c) Rate to allow for all material necessary to build sample line and material board.
- d) 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.

P OTHER

1 1 P.2 PREPAID METER:

- a) All meters to be supplied by contractor
- b) Meter to be 20A prepaid keypad type meter
- c) All meters to be sourced from approved ESKOM suppliers with whom ESKOM has current year contracts in place.
- 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.

1.1 .P.3 METER BASE, PLUGS AND U7 METER BOX:

- a) Meters to be mount on outside of customers house inside 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, as close as possible to the meter box on outside wall.

- 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.

1.1. P.4 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.

1.1. P.9 ENERGIZE, TEST& 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
- c) Meter installed and tested to the project manager.
- d) CRP data according to customer services department requirements and standards
- e) (refer to Annexures C of SCSASABZ1) to be captured in electronic format (Excel)
- f) After COC of installation has been issued, and submitted to the project manager monthly.

1.2 MATERIAL SPECIFICATION

NOTES:

- a) The contractor shall supply all the material necessary to complete the construction of this line.
- b) The contractor shall transport and off-load all material from the manufacturer to the construction camp.
- c) The contractor shall transport all equipment and material for the day's work
- d) From the construction camp and off-load it at the specific pole position.

1.2. A PRELIMINARIES

2. A.1 TRANSPORT

- a) The specific contractor shall supply, transport and off-load all material on the site.

1.2. 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.

1.2. C DIGGING HOLES

The contractor shall supply all material and equipment necessary for the excavations of the pole and stay holes.

The contractor shall transport all the material and equipment to and from the construction camp.

1.2. D POLES

- a) Wood poles shall be used as the standard pole for reticulation through the town
- b) Wood-poles shall have fibre strength of at least 55 MPa and shall be in accordance with SCSSCAAD7.
- c) Only poles from ESKOM approved suppliers may be used.

1.2. E HV 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.

1.2. F HV 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

1.2. 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.
- c) The connector housing shall be made entirely of weather resistant plastic materials.
- d) No metallic parts outside the housing will be accepted (except for the tightening bolt).
- e) The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer's re-commendations. Without the use of any special tools.
- f) No energized parts shall be exposed or accessible by the operators during installation.
- g) All mounting hardware shall comply with the ESKOM distribution standard for bare neutral ABC. Suspension bracket max. Vertical load - 700 DAN. strain clamps max. Horizontal load - 1600 DAN
- h) 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

1.2. I SERVICE BOXES

The contractor shall supply the pole-top distribution box complete with tails, stainless steel strapping and connectors to ABC.

The pole-top distribution box shall be in accordance with scsscaah3.

The pole top boxes shall be equipped with one 60A MCB.

I 2 J STRINGING

- a) All aluminium 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:

1.2.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.

1 2.L INSTALLATION EARTHING

- a) The contractor shall supply all the material necessary to install the complete earth as required in the relevant distribution drawing.

1 2.M POLE NUMBERING

- a) The contractor shall supply all the tags, punches and nails to install the pole numbering.

1 2.N COMMISSIONING INFRASTRUCTURE

- a) The contractor to supply all material necessary to perform commissioning in accordance with SCSASABZ1.
- b) Equipment labelling: the contractor is to ensure that the applicable standards regarding the labelling of equipment and poles are adhered to.
- c) Data and information: the contractor shall be responsible to submit the following data to the employer in the correct format.
- d) As-built drawings according to land development department requirements and standards (refer to Annexures for the requirements). The contractor will 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).

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
Bolts and Nuts	DTS 0105 (NRS 060)
Bolts, Eye	SABS 135
Busbars	SABS 178
	SABS 1195
CNE	
Cables, installation of electric	SABS 1268: 1979
Cables, low voltage	NRS 016: 1991
Cables, medium voltage	SABS 0198: 1988
Cables (house service split concentric)	NRS 012: 1991
Cable Glands	NRS 013:1991
Cables Ties	DTS 0084 (NRS 017)
Clamps (strain for split concentric)	SABS 808
Clamps (suspension for split concentric)	DTS 0086 (NRS 020)
Clamps Strain	
Clevis Tongue Adaptor (Twisted)	SABS 178
Clips for Wiring	SABS 178
Compression Fittings	
Concrete Poles	BS 3260 Part 1 (Tests)
	SABS 470
Conductor ACSR/AAC and AAAC	DTS 0106
Conductor, Covered	SABS 602
Conduit	DTS 0087 (NRS 021)
Connectors, lug/ termination	
Connectors, insulation piercing	NRS 028
	EDF 6737/ HN 33 E60
Conductor, mid-span/ full tension	(Main cable 360 mm ² to 70mm, take-off
Connectors	6mm to 35 mm)
Cross Arm Braces	
	SABS 0162
	SABS 1200 H/HA
Cross Arms	
D Fuses	SABS 0162
	SABS 1200 H/HA
Earthing Rods	DTS 0048 Rev 0
Electricity Dispenser	
Fitting (strain and suspension)	SABS 1063
ABC	SABS 0199
Fuse Holder	SABS 6024-1
Fuses	NRS 009-1
	DTS 0105 (NRS 060)
Galvanizing	SABS 172
	SABS 763: 1988
Harness Wiring	SABS 935
Insulator Hardware	IEC/ NWS 6036
Insulator Spindle	DTS 0092
Isolator	SABS 0162
	SABS 1200 H/HA
Line Construction	NWS 6012
Links Trilinks	IEC/ NWS 6036
Links, ganged 3 phases (isolators)	IEC/ NWS 6036
Link, pull Stick (Knife links)	IEC/ NWS 6036
Links, single Pole "Hulinks"	IEC/ NWS 6036
Long Rod Insulators	DTS 0092

Topic	Document
Miniature Circuit Breakers OHASA Act (1993) and it's regulations and amendments	SABS 606
Pole Top Service Box	DTS 0104 (NRS 032)
Post Insulators	DTS 0092
Preformed Tension Wraps	SABS 178
Preformed Ties	
Ready Boards	DTS 0085 (NRS 019)
Reticulation LV	DTS 0090 (NRS 023)
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
Eskom Electrification Standard : Volumes 1 & 2	(DTS 0090)
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

LEPELLE NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM053/2020/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

C4 Site Information

S4.2 Site Location

- Project area Locality : MATHIBELA Village
- Coordinates 24° 18' 14. 52" S 29° 20'53". 48 E



CONTRACT NO. LNM053/2020/21

ELECTRIFICATION OF MATHIBELA VILLAGE (185)

Drawings

	Annex C
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Local Content Declaration - Summary Schedule

(C1)	Tender No.											Note: VAT to be excluded from all calculations
(C2)	Tender description:											
(C3)	Designated product(s)											
(C4)	Tender Authority:											
(C5)	Tendering Entity name:											
(C6)	Tender Exchange Rate:	Pula	<input type="text"/>	EU	<input type="text"/>	GBP	<input type="text"/>					
(C7)	Specified local content %											

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

Note: VAT to be excluded from all calculations

Note: VAT to be excluded from all calculations

Note: VAT to be excluded from all calculations

Note: VAT to be excluded from all calculations

Note: VAT to be excluded from all calculations

Note: VAT to be excluded from all calculations

Calculation of imported content

Summary

[illegible]

(D19) Total exempt imported value	R 0
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**This total must correspond with
Annex C - C 21**

Calculation of imported content

Summary

[illegible]

(D32) Total imported value by tenderer	R 0
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Calculation of imported content

Summary

[illegible]

(D45) Total imported value by 3rd party	R 0
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Calculation of foreign payments

Summary of payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

Date:

**This total must correspond with
Annex C - C 23**

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:		
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