



# FETAKGOMO TUBATSE MUNICIPALITY

## ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE

TENDER NO. FTM/T15/20/21

**CLOSING DATE: 18<sup>th</sup> MARCH 2021**

**TIME: 12H00**

### FETAKGOMO TUBATSE MUNICIPALITY

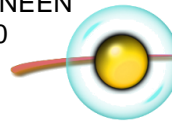
P.O. BOX 206  
FETAKGOMO TUBATSE  
1150

Contact Name: Mr. MJ Sebopela  
Tel: (013) 231 1165  
Fax: (013) 231 1000  
Email: [mjsebopela@tubatse.gov.za](mailto:mjsebopela@tubatse.gov.za)



### URANUS CONSULTING ENGINEERS

18B Park Street  
TZANEEN  
0850



**URANUS CONSULTING ENGINEERS**  
**Engineering Consultants & Project Managers**

Contact Name: Francis Ziba / Douglas Zvomuya  
Tel: 015 307 6139  
Email: [douglasz@uranusconsulting.co.za](mailto:douglasz@uranusconsulting.co.za)

Tenderer .....

CSD No. .... Municipal Vendor No. ....

CIDB Registration Number:..... Grade: 5 EP or Higher .

Total price inclusive of Value added Tax: R .....

Amount in Words.....



**energy**  
Department:  
Energy  
REPUBLIC OF SOUTH AFRICA



**EXPANDED PUBLIC WORKS PROGRAMME**  
Creating opportunities towards human fulfillment

**FETAKGOMO TUBATSE MUNICIPALITY**  
**ELECTRIFICATION OF 427 HOUSEHOLDS AT**  
**MAPHUTLE VILLAGE**

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#### Part C3: Scope of Work

C3	Scope of Work (White)
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C4	Site Information
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## TENDERING PROCEDURES

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## T1.1: TENDER NOTICE AND INVITATION TO TENDER

### FETAKGOMO TUBATSE MUNICIPALITY ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE

#### TENDER NO. FTM/T15/20/21

Tenders are hereby invited from Electrical Engineering Contractors with a CIDB grading of **5 EP or Higher** for the **ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE UNDER FETAKGOMO TUBATSE MUNICIPALITY.**

The Tender Documents will be available from 08h00 to 16h30 on the day of the briefing from Finance Department Office of FETAKGOMO TUBATSE MUNICIPALITY during office hours and upon payment of a non-refundable tender levy of R500.00 per document. Only cash will be accepted.

Duly completed tenders must be sealed in an envelope clearly marked: **“THE MUNICIPAL MANAGER, FETAKGOMO TUBATSE MUNICIPALITY, TENDER NO. FTM/T15/20/21: ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE.**

#### CLOSING DATE:

**18<sup>th</sup> MARCH 2021** AT **12H00**, sealed bids must be placed in the tender box at **FETAKGOMO TUBATSE MUNICIPALITY** offices, situated 1 Kastania Street, Stand Number 1, Mashung Ga-Nkoan, P.O Box 206, Burgersford 1150, where tenders will be opened in public.

Late tenders, incomplete tender documents and tenders per telegram or fax will not be accepted and **FETAKGOMO TUBATSE MUNICIPALITY** does not bind itself to accept the lowest or any tender and reserves itself the right to accept a tender as a whole or in part.

**Acceptable tenders will be evaluated by using a two-stage tender evaluation procedure. First stage is functionality (Previous projects, technical experience, available plant and financial resources). Tenderers are required to score a minimum of 70% in order to proceed to the second stage. Second stage will be evaluated using Method 2: Financial offer (Pricing) 80 points and Preferences 20 points for BBEE certification.**

Technical Enquiries – Francis Ziba / Douglas Zvomuya: (015) 307 6139  
SCM Enquiries – MJ Sebopela: Tel: (013) 231 1165

MUNICIPAL MANAGER  
NW Phala

## **T1.2. TENDER DATA**

### **1. GENERAL**

The Conditions of Tender in the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender.

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

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

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

### **2. TENDER DATA APPLICABLE TO THIS TENDER**

**F.1.1** The Employer for this Contract is: **FETAKGOMO TUBATSE MUNICIPALITY**

#### **F.1.2 Tender Documents**

(a) **The Tender Document** consists of the following:

#### **TENDER**

##### **T1: Tendering Procedures**

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

##### **T2: Returnable Documents**

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

#### **CONTRACT**

##### **Part 1: Agreements and Contract Data**

- C1.1: Form of Offer and Acceptance
- C1.2: Contract Data

##### **Part 2: Pricing Data**

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

##### **Part 3: Scope of Work**

- C3: Scope of Work

##### **Part 4 : Site Information**

- C4: Site information

(b) **Drawings,**

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

#### **F.1.4 The Employer's agent is:**

Name : Uranus Consulting Engineers  
Address: 18B Park Street  
TZANEEN  
0850  
Telephone : 015 307 6139  
E-mail address : info@uranusconsulting.co.za

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

The Employer is not obliged to accept the lowest or any tender offer.

#### **F.2.1 Eligibility**

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

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

Only those Tenderers who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading equal to or higher than a contractor grading designation **5 EP or Higher** as defined in the Regulations (09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

#### **F.2.7 Site visit and clarification meeting**

There will be no site visit

#### **F.2.10 Pricing the tender offer**

- (a) Value Added Tax  
The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.
- (b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.
- (c) Payment of VAT to non Vat vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.

**F.2.11** A Tender offer shall not be considered if alterations have been made to the forms of tender

data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.

## **F.2.12** Alternative tenders

### **F.2.12.1** Alternative Tender Offers

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

#### (a) Individual items

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form I: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

#### (b) Alternative designs

Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

(i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;

(ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.

(iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:

- Changes in design parameters ordered by the Engineer;
- Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.

(iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.

(v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

## **F.2.13 Submitting a Tender Offer**

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

Under no circumstances whatsoever may the tender forms be retyped or redrafted.

Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

## **F.2.15 Closing Time**

The closing time for submission of Tender Offers is: **12H00 on 18 MARCH 2021**.  
Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.

### **F.2.16 Tender validity**

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

### **F.2.19 Access**

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

### **F.2.23 Certificates**

The following certificates must be provided with the tender:

- **See F.3.11**

### **F.3.4 Opening of Tender Submissions**

The time and location for opening of the tender offers are:

Time: **12H00**. Date: **18<sup>th</sup> MARCH 2021**

Location / Venue: FETAKGOMO TUBATSE MUNICIPALITY OFFICES.

**F.3.5** The two-envelope system will **not** apply to this tender.

### **F.3.11 Evaluation of Tender Offers**

**F.3.11.1** The Tenders will be evaluated using a two-stage system as per Preferential Procurement Regulations 2011 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000 as follows;

Option 1:

The employer shall:

- a) Determine and test each tender offer for responsiveness in accordance with the conditions of tender and tender data
- b) Check the responsive tenders for arithmetical errors, omissions and discrepancies in accordance with the conditions of tender and tender data.
- c) Obtain clarification from the Tenderer in accordance with the conditions of tender and tender data
- d) Evaluate responsive tenders in accordance with the conditions of tender and tender data.

Responsive tenders will be evaluated according to the MFMA, Circular No.53 of the Municipal Act No.56 of 2003.



## **First stage – Compliance to administrative requirements:**

### **Bidders will be evaluated on the following administrative compliance.**

- Compliant tax status (the Municipality will verify tax compliance during evaluation and adjudication stage)
- Company Profile
- Programme of Work
- Valid Letter of good standing with compensation commission (Compensation Injuries and Disease Act)
- Occupational Health and Safety Plan
- Authority of signatory, signed by all the parties (to indicate who is duly authorized to sign) in a case of a JV, both partners must sign.
- The bidders must submit JV agreement signed by both parties stipulating the percentage of shareholding agreement (Please note that the lead company should have 51% or more percentage on the JV agreement)
- All pages must be initialled including the general condition of a contract and the drawings.
- Price amendment without signature will amount to disqualification.
- Submit the tender document in hardcopy and electronic in the form of CD or USB.
- Copies of Company Registration Documents (CK) (If JV, submit for both).
- Signing of the form of offer, completed in words and figures (with a bid price/amount) in full.
- Submission of Municipal rates and taxes or municipal service invoice issued to the bidder and all directors, by any other municipality or municipal entity. The rates and taxes charges must not be in arrears for more than three months. Please attach for the company & directors.
  - a) (If staying in a non-rate-able area, please attach original letter from the Tribal Authority / Chief / Headman).
  - b) If you are renting, attach a valid signed lease agreement.
  - c) Non-tribal area attach Sworn affidavit and proof of address (e.g... Municipal proof of residence letter)
- Fully signed and Completed MBD forms.
- Originally Certified ID Copies (*not older than 6 months*) of all directors/members/shareholders of company/business/ (For all companies in case of a Joint Venture)
- Signatory Authority on a company or JV letterhead.
- Provide Central Supplier Database (CSD) (Attach CSD summary registration report)
- CIDB Grading of 5EP or Higher
- Document to completed in black Non-erasable ink.

*Please note that all certified documents must not be older than 6 months.*

### **SPECIAL REQUIREMENT:**

- Original certified copies of B-BBEE Level Contribution Certificate (from SANAS accredited agencies) or Sworn Affidavit (**Only QSE or EME are legible to bid for this tender**). (in a case of JV, please attach consolidated B-BBEE)
- Bidders who do not comply with the above will be scored zero.

**Second Stage – Evaluation of functionality:**

Responsive tenders will then be evaluated on functionality. The minimum score for functionality is 70%, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point system.

**FUNCTIONALITY COMPETENCE ACHIEVEMENT SCHEDULES**

**TABLE A1: PREVIOUS ELECTRIFICATION PROJECs COMPLETED**

Completed projects with final completion certificates will be assessed as follows:

Criteria	Maximum weight	Scoring criteria	Score
<p><b>Proven Track Records</b></p> <p>NB Signed completion certificate accompanied by appointment letters to score full points per project.</p> <p>Non-attachment of completion certificates and appointment letters will result in zero score</p>	30	<p>Copies of signed completion certificates and appointment letters of R5 million and above competed in the past 5 years.</p> <p><b>1 – 3 x Electrification Projects or similar</b></p>	10
		<p>Copies of signed completion certificate plus appointment letters of R5 million and above competed in the past 5 years.</p> <p><b>4 - 6 x Electrification Projects or similar</b></p>	15
		<p>Copies of signed completion certificate plus appointment letters of R5 million and above competed in the past 5 years.</p> <p><b>7 - 9 x Electrification Projects or similar</b></p>	25
		<p>Copies of signed completion certificate plus appointment letters of R5 million and above competed in the past 5 years.</p> <p><b>10 and above x Electrification Projects or similar</b></p>	30

**N.B:**

Proof of verifiable references of previous completed projects (appointment letters and completion certificates) with contact details in the form of signed copies must be attached. Completion certificates must be signed by all parties namely: the employer, Engineer and the contractor (certificates that are not signed by ALL relevant parties will result in the bidder forfeiting points). Failure to submit required FINAL COMPLETION CERTIFICATE will result in the bidder getting zero points.

<p><b>Financial Viability</b></p> <p>Non-attachment of approved credit facility or bank guarantee letter will result into zero score.</p>	20	<p><b>Bank Rating</b></p> <ul style="list-style-type: none"> <li>Approved credit facility or bank guarantee letter between R1 million and above or equivalent to 10% of the tendered amount.</li> <li>Approved credit facility or bank guarantee between R 500 000 to R 900 000.</li> <li>Approved credit facility or bank guarantee R 100 000 to R 400 000.</li> </ul>	<p>20</p> <p>15</p> <p>10</p>
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**N.B:**

Proof of original bank rating letter must be provided, it must be specific to this bid and not older than three (3) months days. (Failure to submit proof of the bank rating from the relevant bank will result in the bidder getting zero points)

<p><b>Specific Personnel Knowledge –</b> Certified copies of Academic qualification, professional registration, master installation certificates need to be attached for functionality points scoring otherwise no points will be allocated.</p> <p><b>NB:</b> Submit a three-page CV for all above-mentioned personnel with contactable references. Also submit certified copies of I.D. document and qualifications. Failure to provide these shall warrant claiming <u>zero</u> points.</p>	<p><b>30</b></p>	<p><b><u>Site Agent / Project Manager:</u></b> <b><u>Points: 15</u></b></p> <p>Please note that project manager must be permanently based on site for the duration of a project.</p> <p><b>05:</b> N. Diploma in Electrical Engineering or equivalent qualification with less than 5 years' experience.</p> <p><b>08:</b> N. Diploma in Electrical Engineering or equivalent qualification with more than 5 years' experience.</p> <p><b>12:</b> B-Tech / BSc in Electrical Engineering or equivalent qualification with less than 5 years' exp. Registered with relevant professional body.</p> <p><b>15:</b> B-Tech / BSc in Electrical Engineering or equivalent qualification with more than 5 years' exp. Registered with relevant professional body</p> <p><b><u>Site Forman: Points: 05</u></b></p> <p><b>00:</b> No formal Education</p> <p><b>03:</b> N. Diploma in Electrical Engineering or equivalent qualification with less than 5 years' experience.</p> <p><b>05:</b> N. Diploma in Electrical Engineering or equivalent qualification with more than 5 years' experience.</p> <p><b><u>Environmental Officer: Point 4</u></b></p> <p><b>00:</b> No formal qualification</p> <p><b>02:</b> N.Diploma Environmental Management / Science with less than 5 years experience.</p> <p><b>04:</b> Bachelor Environmental Management / Science with more than 5 years experience.</p> <p><b><u>LIC Supervisor: Points: 02</u></b></p> <p><b>0:</b> No formal qualification</p> <p><b>02:</b> NQF Level 2 or Relevant qualifications with minimum 5 years exp.</p> <p><b><u>Construction Health and Safety Manager Points: 04</u></b></p> <p>registered as a construction health and safety with SACPMP</p> <p><b>00:</b> No formal Education</p> <p><b>02:</b> N. Diploma in Electrical Engineering or equivalent qualification with less than 5 years' experience.</p> <p><b>04:</b> N. Diploma in Electrical Engineering or equivalent qualification with more than 5 years' experience.</p>	<p><b>15</b></p> <p><b>05</b></p> <p><b>04</b></p> <p><b>02</b></p> <p><b>04</b></p>
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**NB!! Bidders must complete T2.3 (Form B1 AND B2) attached in the bid document for key personnel and must clearly indicate Electrical construction experience, project description, duration, and contactable reference.**

**NB: (Failure to complete T2.3 Form and submit certified copies will result in the getting zero points) Key personnel must be unencumbered, available full time and unique to this project.**

**NB!! Bidders must complete T2.3 (Form B1 AND B2) attached in the bid document for key personnel and must clearly indicate Electrical construction experience, project description, duration, and contactable reference.**

**NB: (Failure to complete T2.3 Form and submit certified copies will result in the getting zero points) Key personnel must be unencumbered, available full time and unique to this project.**

<p><b>List of plant-</b></p> <p>1. Tenderer to submit proof of ownership with E-natis certificate</p> <p>2. And in case of hiring, a letter of intent must be submitted with proof of ownership with E-natis certification not older than three months and the letter must indicate Bid number for this project, please note that non attachment of the required will result in zero score.</p> <p><b>NB</b> Please note that E-natis certificate will be verified.</p>	<b>20</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Required Plant</th> <th style="text-align: center;">Weighting</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1 x Line Conductor Stringing equipment</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">1 x Excavator</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">1 x 25-Ton Lowbed Truck</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">1 x TLB</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">01 x Compressor</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">1 x LDVs</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">1 x Transport truck 9 - 14 ton with crane</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;"><b>TOTAL</b></td> <td style="text-align: center;"><b>20</b></td> </tr> </tbody> </table>	Required Plant	Weighting	1 x Line Conductor Stringing equipment	4	1 x Excavator	2	1 x 25-Ton Lowbed Truck	3	1 x TLB	2	01 x Compressor	4	1 x LDVs	1	1 x Transport truck 9 - 14 ton with crane	4	<b>TOTAL</b>	<b>20</b>	<b>20</b>
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<p><b>NB BIDDERS must complete form T2.1D. 1E: Schedule of (Plant &amp; Equipment) (failure to submit proof of ownership OR Letter of intent for Plant and Equipment hire is signed by both the lessee and the lessor will result in the bidder getting zero Points)</b></p>																					
<b>100</b>		<b>100</b>																			
<p><b>Functionality Threshold (Minimum score)</b> Bidders who score less than 70% will not proceed to the next stage</p>																					

The procedure for evaluation of responsive Tender Offers will be Method 2: Financial Offer and Preferences.

The weighting of tender price and preferences of the tenderer will be done by way of a point system:

- 80 points are assigned to price
- 20 points are assigned to B-BBEE status level of contribution.

Responsive bidders will then be evaluated on pricing.

The procedure for evaluation of responsive Tender Offers will be Method 2: Financial Offer and Preferences.

**F.3.11.2** The financial offer will be scored in terms of Formula 2, Option 2 of Table F.1 of SANS 294: 2004, which reads as follows: 80 maximum points

$$Nfo = W1 \times Pm/P$$

Where:

- Nfo = number of tender evaluation points awarded for the financial offer;
  - W1 = 80/20 preference point system from R30 000 and up to R50 million
  - Pm = the rand value of the lowest comparative offer;
  - P = the rand value of the Tender Offer under consideration.
- Points will be rounded off to the nearest 2 decimal places.

**F.3.11.3(b)** The preferences points (B-BBEE), maximum 20 points will be allocated as follows:

Tenderers are required to submit original and valid B-BBEE status level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Tenderers who do not submit B-BBEE status level Verification certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE status level verification certificate for every separate bid.

B-BBEE Status Level Of Contributor	Number of Points (80/20 System)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

### **F.3.13 Acceptance of Tender Offer**

**F.3.13.1 Tender Offers will only be accepted on condition that:**

- (a) the tender offer is signed by a person authorised to sign on behalf of the Tenderer and authority of Signatory is attached;
- (b) a valid Tax Clearance Certificate is included with his tender;
- (c) The Tenderer has signed and initialized all pages of tender document
- (d) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 as well as the Tenderer's health and safety plan, is included with his tender submission;
- (e) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- (f) Tender document has not been unbundled or tempered with,

- (g) the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (h) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act.
- (i) The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (j) The Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;
- (k) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
- (l) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:
  - a. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
  - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
  - c. having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour;
  - d. having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;
  - e. having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
  - f. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

### **F.3.18 Copies of Contract**

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

## Annex F: Standard Conditions of Tender

### (As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

#### F.1 General

##### F.1.1 Actions

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

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

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

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

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

##### F.1.4 Communication and employer's agent

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

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

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

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

#### F.2 Tenderer's obligations

##### F.2.1 Eligibility

Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or



any of his principals, is not under any restriction to do business with employer.

#### **F.2.2 Cost of tendering**

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

#### **F.2.3 Check documents**

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

#### **F.2.4 Confidentiality and copyright of documents**

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

#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Clarification meeting**

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

#### **F.2.8 Seek clarification**

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

#### **F.2.9 Insurance**

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

#### **F.2.10 Pricing the tender offer**

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

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

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

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

#### **F.2.11 Alterations to documents**

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

#### **F.2.12 Alternative tender offers**

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

main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

### **F.2.13 Submitting a tender offer**

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

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

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

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **F.2.16 Tender offer validity**

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

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

### **F.2.17 Clarification of tender offer after submission**

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

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

#### **F.2.18 Provide other material**

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

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

#### **F.2.19 Inspections, tests and analysis**

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

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

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

#### **F.2.21 Check final draft**

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

#### **F.2.22 Return of other tender documents**

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

#### **F.2.23 Certificates**

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

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to clarification**

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

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

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

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

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

### **F.3.5 Two-envelope system**

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

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

### **F.3.6 Non-disclosure**

Do not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

### **F.3.9 Arithmetical errors**

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

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

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

### **F.3.10 Clarification of a tender offer**

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

tender offer.

### F.3.11 Evaluation of tender offers

#### F3.11.1 General

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

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

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

#### F.3.11.2 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ , where:

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

where:

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

$P$  = the comparative offer of tender offer under consideration.

**F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

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

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

**F.3.14 Notice to unsuccessful tenderers**

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

**F.3.15. Prepare contract documents**

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

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

**F.3.16 Issue final contract**

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

**F.3.17 Complete adjudicator's contract**

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

**F.3.18 Provide copies of the contracts**

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

**FETAKGOMO TUBATSE MUNICIPALITY**

**ELECTRIFICATION OF 427 HOUSEHOLDS AT  
MAPHUTLE VILLAGE**

**T2.1 List of Returnable Documents ...**

The tenderer must complete the following returnable documents:

**1 Returnable Schedules required only for tender evaluation purposes**

- A: Certificate of Attendance at a Tender Site Meeting – Not Applicable due to Covid 19.
- B: Record of Addenda to Tender Documents
- C: Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor (Certified copies of Identity Documents in the case of Sole Proprietor)
- D: Registration Certificates of entities – Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor
- E: Compulsory Enterprise Questionnaire
- F: Schedule of the Tenderer's Experience
- G: Schedule of Key Personnel
- H: Format of Curriculum Vitae
- I: Proposed Amendments, Qualifications and Alternatives
- J: Schedule of Subcontractors
- K: Schedule of Plant and Equipment
- L: Copy of the Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
- M: Bank rating letter

**2 Other documents required only for tender evaluation purposes**

- N: An original valid Tax Clearance Certificate issued by the South African Revenue Services.
- O: Form of intent to provide a performance guarantee
- P: CIDB 6 EP or Higher or Higher registration certificate
- Q: B-BBBE Status Level Verification Certificate

**3 Other documents that will be incorporated into the contract**

- R: Execution Programme
- S: Contractor's Health and Safety Declaration
- T: Contractor's Safety Plan
- U: Pro forma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003
- V: MBD Forms (4, 8 and 9)

**4 The offer portion of the C1.1 Offer and Acceptance****5 C1.2 Contract Data (Part 2)****6 C2.2 Bills of quantities**

**A. CERTIFICATE OF ATTENDANCE AT A TENDER SITE MEETING**

This is to certify that (*Tenderer*) .....

of (*address*).....

**NOT APPLICABLE**

..... was represented by the person(s) named below at the compulsory meeting held for all tenderers

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

**Particulars of person(s) attending the meeting:**

Name: ..... Signature: .....

Capacity: .....

Name: ..... Signature: .....

Capacity: .....

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

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....



**B. RECORD OF ADDENDUM TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

<b>ADD. No.</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>
1		
2		
3		
4		
5		

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

DATE: .....

**C- CERTIFICATE OF AUTHORITY OF AN ENTITY**

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

<b>(I) Company</b>	<b>(II) Close Corporation</b>	<b>(III) Partnership</b>	<b>(IV) Joint Venture</b>	<b>(V) Sole Proprietor</b>

**(I) CERTIFICATE FOR COMPANY**

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

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

**Signature of Chairman:** .....

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as.....  
 ..... hereby authorise Mr/Ms .....  
 acting in the capacity of ....., to sign all documents  
 in connection with the tender for Contract No ..... and any contract resulting  
 from it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

NAME	ADDRESS	SIGNATURE	DATE

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

**(III). CERTIFICATE FOR PARTNERSHIP**

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

.....hereby authorise

Mr/Ms.....

acting in the capacity of ....., to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

NAME	ADDRESS	SIGNATURE	DATE
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

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

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms

....., authorized signatory of the company,  
 .....

.....acting in the capacity of lead partner, to sign all documents in connection with  
 the

tender offer for Contract No .....and any contract resulting from it on our  
 behalf.

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

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

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

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

**V) CERTIFICATE FOR SOLE PROPRIETOR**

I....., hereby confirm that I am the sole owner of the

business trading as: .....

**Signature of Sole owner:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

**D. REGISTRATION CERTIFICATE OF AN ENTITY**

***[Important note to Tenderer: Certified Registration Certificates for Companies, Close Corporations and Partnerships, ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]***

**E. COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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

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

\*insert separate page if necessary



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

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

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

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

\*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Enterprise name* \_\_\_\_\_

**F. SCHEDULE OF THE TENDERER’S EXPERIENCE**

The following is a statement of work of similar nature recently successfully executed by myself / ourselves. Tenderer must attach certified copies of appointment letters and completion certificates in order to claim 5 points per project completed, maximum 20 points (4 projects)

Employer: Contact Person and Telephone Number	Consulting Engineer: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed or Expected to be Completed

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

DATE: .....

**G. KEY PERSONNEL**

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

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

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:						
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....

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

DATE: .....



## I. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

### (a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

### (b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

**(c) DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

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

DATE: .....

**J. SCHEDULE OF PROPOSED SUB-CONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor.</b>
1.			
2.			
3.			
4.			
5.			

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**K. SCHEDULE OF PLANT AND EQUIPMENT**

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.  
Submit original letter from Plant hire confirming that plant will be hired out to tenderer

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



**L. COPY OF WORKMENS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)**

*[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]*

### M. BANK RATING

Tenderers should submit an original bank rating letter from their banker that indicates their bank rating.

**TABLE A2: BANKING RATING**

	<b>TARGETED GOAL Previous projects involving electrification projects</b>	<b>POINT ALLOCATION</b>	<b>MAXIMUM POINT</b>
1	No information provided or information is not relevant to project objectives	0	<b>20</b>
2	Rating of D or Lower	10	
3	Rating of C	15	
4	Rating of A	20	

**N.B: Proof of original bank rating letter must be provided, it must be specific to this bid and not older than 30 days. Failure to provide this shall warrant claiming zero points.**

## N. TAX CLEARANCE CERTIFICATE

### IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

**"Tax clearance certificate**

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue. **This Tax Clearance Certificate must be submitted in the original with the tender that is before the closing time and date of the tender.**

Each party to a Consortium/Joint or Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

**Failure to submit an original and valid Tax Clearance Certificate, or certified copy thereof, will invalidate the tender.**

3. An **example** of the Application for Tax Clearance Certificate, which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.



**TAX CLEARANCE CERTIFICATE**

*[Tax Clearance Certificate obtained from SARS to be inserted here]*

## O. FORM OF INTENT TO PROVIDE A PERFORMANCE GUARATEE

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

### PRO-FORMA FOR A PERFORMANCE GUARANTEE

#### PERFORMANCE GUARANTEE

**Employer:** (Name and Address) \_\_\_\_\_

**Contract No:** \_\_\_\_\_

(Contract title) \_\_\_\_\_

WHEREAS \_\_\_\_\_

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

(hereinafter called "the Contactor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

for the construction of (Contract Title)

at \_\_\_\_\_

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

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

NOW THEREFORE WE, \_\_\_\_\_

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the 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 Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated.

5. Our total liability hereunder shall not exceed the sum of \_\_\_\_\_  
\_\_\_\_\_ (in words)

R \_\_\_\_\_ (in figures)  
(10 % of the tender sum) that amount I/we agree to hold at your disposal.

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor’s liability hereunder shall cease.

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

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

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

7. I/We hereby choose our address for the serving of all notices for all purposes arising here from as \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_

1. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of (*Guarantor*) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

## **P. CIDB REGISTRATION CERTIFICATE**

Tenderers must be registered with the CIDB in Electrical Engineering class of construction works. Tenderers should have a CIDB contractor grading designation of 6 EP or Higher or higher.



### Q. B-BBEE STATUS LEVEL

A maximum 20 points will be allocated as follows:

Tenderers are required to submit original and valid B-BBEE status level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Tenderers who do not submit B-BBEE status level Verification certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE status level verification certificate for every separate bid.

<b>B-BBEE Status Level Of Contributor</b>	<b>Number of Points</b>
1	<b>20</b>
2	<b>18</b>
3	<b>16</b>
4	<b>12</b>
5	<b>8</b>
6	<b>6</b>
7	<b>4</b>
8	<b>2</b>
Non-Compliant Contributor	<b>0</b>



**S. CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

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

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

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafter: ..... **\*Yes / No**
  - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... **\*Yes / No**
  - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... **\*Yes / No**

(\* = delete whatever is not applicable)

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (a) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
  - (i) By whom will training be provided? .....
  - (ii) When will training be undertaken? .....
  - (iii) List the positions to be filled by persons to be trained or hired: .....  
 .....  
 .....  
 .....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:  
 Name of proposed subcontractor: .....  
 Qualifications or details of competency of the subcontractor: .....  
 .....  
 .....

- 5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Tenderer)*

DATE: .....

## **T. CONTRACTOR'S SAFETY PLAN**

***[The Tenderer shall attach to this page the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1]***

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

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

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

SIGNED BY:.....

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

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

## COMPULSORY MUNICIPAL BID DOCUMENTS

### **MBD 2: TAX CLEARANCE CERTIFICATE**

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of form TCC 001 are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the TCC pin/ number will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**MBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>, 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 / PERSONAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"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.

<sup>2</sup>"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 **YES / NO**  
presently employed by the state?

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 **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

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

(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 / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
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?

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, **YES / NO**  
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?

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES / NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

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 Employee Number / Personal Number

**DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

***THIS DECLARATION PROVE TO BE FALSE.***

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**MBD 6.1****BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)  
STATUS LEVEL CERTIFICATES**

**Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.**

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and zero points out of 10 or 20 for B-BBEE.

Under the amended B-BBEE codes, Accounting officers and verification professionals are no longer permitted to issue B-BBEE certificates to Exempt Micro Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs). **Only the sworn affidavits and certificates issued by SANAS accredited agencies are acceptable.**

**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to 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: 80/20 or 90/10

	POINTS	POINTS
<b>PRICE</b>	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

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.



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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

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

***(Tick applicable box)***

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

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

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

.....

.....

**MBD 7.2**

*CONTRACT FORM - RENDERING OF SERVICES*

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number ..... at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

1. I, ..... in my capacity as .....  
 accept your bid under reference number ..... dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**MBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

## CERTIFICATION

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

**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> 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 Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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



**FETAKGOMO TUBATSE MUNICIPALITY**  
**ELECTRIFICATION OF 427 HOUSEHOLDS AT**  
**MAPHUTLE VILLAGE**

**CONTRACT**

**C1: AGREEMENTS AND CONTRACT DATA**

**C2: PRICING DATA**

**C3: SCOPE OF WORK**

**C4: SITE INFORMATION**

**C5: DETAIL SPECIFICATION AND STANDARD TECHNICAL  
REQUIREMENTS**

**C6: EPWP GUIDELINES**

# **FETAKGOMO TUBATSE MUNICIPALITY**

## **ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE**

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##### **C6.1: MINISTER'S DECLARATION**

# FETAKGOMO TUBATSE MUNICIPALITY

## ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE

### C1.1 Form of Offer and Acceptance

#### Offer

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

Project No. **FTM/T15/20/21: Electrification of 427 households at Maphutle village**

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

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

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

.....

.....Rand (in

words);

R .....(in figures)

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

Signature ..... Date .....

Name .....

Capacity .....

**for the tenderer**

(Name and address of organization) .....

Name and signature of witness .....

**BIDDERS HAVE TO COMPLETE THE OFFERED TOTAL OF THE PRICES IN WORDS AS WELL AS IN FIGURES**

## **Form of Acceptance**

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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.

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. 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Date .....

Name .....

Capacity .....

**for the  
Employer** FETAKGOMO TUBATSE MUNICIPALITY

Name and  
signature  
of witness ..... Date .....

.....



# **FETAKGOMO TUBATSE MUNICIPALITY**

## **ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE**

### **C1.2: CONTRACT DATA**

#### **C1.2.1: CONDITIONS OF CONTRACT**

#### **C1.2.2 PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER**

#### **C1.2.2 PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR**

#### **C1.2.3 FORM OF GUARANTEE**

#### **C1.2.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1983**

#### **C1.2.5 GENERAL CONDITIONS OF CONTRACT**

## **C1.2.1 CONDITIONS OF CONTRACT**

### **GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works –2015 Edition", issued by the South African Institution of Civil Engineering. (Short title: "**General Conditions of Contract 2015**") and can be obtained from:

#### **SAICE**

Waterfall Park  
Howick Gardens  
Vorna Valley Half way House  
Becker Street  
MIDRAND  
1685  
Gauteng Province  
Tel: (011) 805-5947/8  
Fax: (011) 805-5971.

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

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1. GENERAL**

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

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

#### **2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**

No amendments.

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

### PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER				
Clause 1.1.1.13:	The Defects Liability Period to this contract is 12 months measured from the date of the Certificate of Completion.				
Clause 1.1.1.14:	The time for achieving Practical Completion of the whole of the Works is within Five (5) Months including special non-working days and the year-end break.				
Clause 1.1.1.15:	<b>Name of Employer:</b> FETAKGOMO TUBATSE MUNICIPALITY				
Clause 1.1.1.15:	The Pricing strategy is Re-measurement Contract				
Clause 1.2.1.2:	<b>Address of Employer:</b>  <table><thead><tr><th><u>Physical:</u></th><th><u>Postal:</u></th></tr></thead><tbody><tr><td>1 Kastania Street Fetakgomo Tubatse Burgersfort 1150 E-mail: <a href="mailto:mjsebopela@tubatse.gov.za">mjsebopela@tubatse.gov.za</a> Telephone No: (015) 307 8000</td><td>P.O BOX 206 BURGERSFORT 1150</td></tr></tbody></table>	<u>Physical:</u>	<u>Postal:</u>	1 Kastania Street Fetakgomo Tubatse Burgersfort 1150 E-mail: <a href="mailto:mjsebopela@tubatse.gov.za">mjsebopela@tubatse.gov.za</a> Telephone No: (015) 307 8000	P.O BOX 206 BURGERSFORT 1150
<u>Physical:</u>	<u>Postal:</u>				
1 Kastania Street Fetakgomo Tubatse Burgersfort 1150 E-mail: <a href="mailto:mjsebopela@tubatse.gov.za">mjsebopela@tubatse.gov.za</a> Telephone No: (015) 307 8000	P.O BOX 206 BURGERSFORT 1150				
Clause 1.1.1.16:	<b>Name of Engineer:</b> URANUS CONSULTING ENGINEERS.				
Clause 1.2.1.2:	<b>Address of Engineer:</b>  <table><thead><tr><th><u>Physical:</u></th><th><u>Postal:</u></th></tr></thead><tbody><tr><td>18B Park street Tzaneen 0850  <b>E-Mail:</b> douglasz@uranusconsulting.co.za <b>Telephone No:</b> 015 307 6139</td><td>P.O. Box 49 Tzaneen 0850</td></tr></tbody></table> <p>Clause 3.1.3 The Engineer is required to obtain the specific approval of the Employer for the following: The Engineer requires the Municipality approval in order to authorise any expenditure in excess of the tender Sum plus 10% Contingencies.</p>	<u>Physical:</u>	<u>Postal:</u>	18B Park street Tzaneen 0850  <b>E-Mail:</b> douglasz@uranusconsulting.co.za <b>Telephone No:</b> 015 307 6139	P.O. Box 49 Tzaneen 0850
<u>Physical:</u>	<u>Postal:</u>				
18B Park street Tzaneen 0850  <b>E-Mail:</b> douglasz@uranusconsulting.co.za <b>Telephone No:</b> 015 307 6139	P.O. Box 49 Tzaneen 0850				
Clause 5.3.1	Health and Safety Plan (refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)				
Clause 5.3.2	The time to submit the documentation required before commencement with the Works execution is 28 days				



## REFERENCE

## CONTRACT SPECIFIC DATA BY THE EMPLOYER

- Clause 5.8.1 (1) Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:
- New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break.
- (2) The year end break commences on the first working day after 15 December and ends on the first working day after 6 January of the next year.
- Clause 5.12.2.3 An extension of time due to abnormal rainfall shall be determined by means of the critical path method
- The rainfall gauge shall be suitably located and accurate rainfall readings shall be taken on the Site daily at 08:00, unless otherwise agreed to by the Engineer and the records entered in a book. The Contractor shall, at his own expense, take all necessary precautions to ensure that unauthorized persons cannot interfere with the rainfall gauge. The record book shall be handed to the Engineer for his signature no later than ten (10) days after rain has fallen and that is considered to justify an extension of time.
- Clause 5.13.1: The penalty for failing to complete the whole of the Works is **R1500** per calendar day
- Clause 5.14.5.2 The Defects Liability Period to this contract is 12 months measured from the date of the Certificate of Completion.
- Clause 5.16.3 The latent defect period is 10 years
- Clause 6.5.1.2.3 The maximum percentage allowance to cover overhead charges is **15%**
- Clause 6.10.1.5 The percentage advance on materials not yet built into Permanent Works is Eighty (80).
- Clause 6.10.3 Retention money guarantee is not allowed.
- Clause 8.6.1.1.2 The value of materials supplied by the Employer to be included in the insurance sum is **R0.00**.
- Clause 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 2.5% of Contract Amount.
- Clause 8.6.1.3 The limit of indemnity for liability insurance is **R 1 000 000.00** for any single liability claim.
- Clause 8.6.1.2: Special risk insurance issued by SASRIA is required.
- Clause 8.6.1.3 The number of Adjudication Board Members to be appointed is one.

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

**PART B: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

**REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 1.1.1.9: **Name of Contractor:** .....

Clause 1.2.1.2: **Address of the Contractor:**

Physical: ..... Postal: .....  
 .....  
 .....

E-Mail: ..... Telephone No: .....  
 Fax No: .....

Clause 6.2.1 The Security to be provided by the Contractor (incl Vat) shall be one of the Following

Type of Security	Contractor's choice Indicate "Yes" or "No"
Cash deposit of 10% of the Contract Sum	
Performance guarantee of 10% of the Contract Sum	
Retention of 10% of the value of the Works	Not available
Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works	
Performance guarantee of 5% of the Contract Sum plus retention of 10% of the value of the works	

Clause 6.8.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the 1<sup>st</sup> of Month prior to close of tender.

**TABLE: SM1**

Special Materials	Unit*	Rate or Price for the base month
.....	.....	.....
.....	.....	.....

\* Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

Signed on behalf of Tenderer: .....

**REFERENCE**

**CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 4.4.3:

**Selection of Sub-Contractors**

The Tenderer shall list below the Subcontractors and Suppliers whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Alternatives may be mentioned.

The Tenderer shall state whether he intends to carry out any specialised work or supply of goods himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Subcontractors or Suppliers. Should any of or all of the specialist Subcontractors or Suppliers not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Subcontractor or Supplier not listed below being approved by the Employer.

**SCHEDULE OF SPECIALIST SUB-CONTRACTORS AND SUPPLIERS**

Specialised Item	Name and Details of Specialist Sub-Contractors

Signed on behalf of Tenderer: .....

## PRO FORMA

### C1.2.3 PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

#### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” Means:.....

Physical address:.....

“Employer” means: FETAKGOMO TUBATSE MUNICIPALITY

“Contractor” means:.....

“Engineer” means: Uranus Consulting Engineers

“Works” means: Whole works involved in the ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE

“Site” means: the area of the Works including site office and camps

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

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

Amount in words.....

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

Amount in words:.....

“Expiry Date” Means:.....

#### CONTRACT DETAILS

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

#### PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
  - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of Money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/ final sequestration and /or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 and 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the services of all notices for all purposes in connection with.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 and 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date:.....

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

Capacity.....

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

Capacity.....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.2.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between FETAKGOMO TUBATSE MUNICIPALITY represented by the Municipal Manager. (hereinafter called the EMPLOYER of the one part, herein represented by:

.....  
in his capacity as: .....

AND: .....

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

.....  
in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

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

CONTRACT No: ..... for the.....

.....

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

**NOW THEREFORE** the parties agree as follows:

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

Thus signed at ..... for and on behalf of the **CONTRACTOR**  
on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....  
2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this  
the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....  
2. ....

# FETAKGOMO TUBATSE MUNICIPALITY

## ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE

### C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the ESKOM Standard Specification for Electrification Works as in the Bill of Quantities of the Scope of Works.
2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as stated in the Bill of Quantities/Schedule of prices
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28



days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)

6. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

## **12. PRELIMINARY, GENERAL AND SITE ESTABLISHMENT**

### **11.1 Provision**

Provision is made in the Bill of Quantities for lump sums to cover the Contractor's cost to supply, erect commission, maintain and eventually demolish and remove site facilities, plant, tools and equipment, and for the Contractor to comply with any other obligations of a preliminary and general nature in terms of the contract. The sum tendered in the Bill of Quantities for any preliminary and general item shall cover the Contractor's direct and overhead costs, profit and all other costs for the provision of the item and/or compliance with the obligations, liabilities, risks and requirements associated with the item.

### **11.2 Payment for Fixed Cost Items**

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining.

### **11.3 Payment for Time-related Items**

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Period at the time when Certification of Payment is due.

### **11.4 Payment for Value-related Items**

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per

month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Sum at the time when Certification of Payment is due.

## **12 DAY LABOUR, PLANT HIRE AND HAULAGE**

Tenderers must state their rates, in the relevant section of the Bill of Quantities, for day labour, plant hire and haulage. Plant hire and Day labour rates are to be shown as hourly rates for the various categories of labour set out in the Schedule. Separate rates shall be quoted for work outside normal working hours, "normal working hours" being taken as all weekdays from 07h00 to 17h00.

No work is to be carried out as a charge to day labour, plant hire or haulage without prior written authorisation of the Engineer, and claims for such activities will not be paid without such authorisation.

Rates must include for the use of Contractor's small tools and equipment and must be inclusive of Contractor's overheads and profit.

# FETAKGOMO TUBATSE MUNICIPALITY

## ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE

### C2.2 Bills of Quantities

<b>ELECTRIFICATION OF MAPHUTLE</b>				
<b>Item</b>	<b>Description</b>	<b>Amount</b>		
<b>NUMBER OF STANDS /CONNECTIONS 427)</b>		<b>Materials</b>	<b>Labour</b>	<b>Total Price</b>
A	Preliminaries & General			
B	Pegging out the works			
C	Digging Holes			
D	Plant poles			
E	HV Structures Three Phase			
F	MV Stays			
G	LV Structures			
H	LV Stays			
I	Service Boxes			
J	Stringing			
K	Transformer Installation			
L	LV Protection			
M	Installation Earthing			
N	Pole Numbering			
O	Commissioning			
P	Other			
Q	House Connections			
R	Excavate and plant shack poles			
S	LV Conductor (Supply Cable)			
<b>TOTAL</b>				
<b>SUB TOTAL 1</b>				
Add 15% VAT				
<b>TOTAL CONSTRUCTION AMOUNT (Excluding Professional Fees)</b>				

## BILLS OF QUANTITIES ELECTRIFICATION OF MAPHUTLE VILLAGE

Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
<b>A</b>	<b>Site Establishment &amp; Safety</b>								
1	Site Camp, Store, personnel, rental, transport, name board etc	Sum			1				
2	Payment of CLO @ R4500,00 per month <b>(Provisional Amount)</b>	Month			6				
3	Payment of worker for entry and exit medical testing	Sum			1				
4	Payment of Security	Month			6				
5	Payment of PSC Members - 7 members x R150 x Duration <b>(Provisional Amount)</b>	Month			6				
6	Compliance with OHS ACT incl. Safety File and safety instructions	Sum			1				
7	Compliance with COVID-19 Requirements	Sum	1		1				
8	Facilities for the Engineer								
	(i) Communication	Prov. Sum	1	R 48 000,00	0	R 0,00	R 48 000,00	R 0,00	R 48 000,00
	(ii) Site office facilities	Prov. Sum	1	R 65 000,00	0	R 45 000,00	R 65 000,00	R 0,00	R 65 000,00
9	Training for Local Labourers								
	(i) Generic & Non-Generic Skills	Prov. Sum	0	R 0,00	1	R 150 000,00	R 0,00	R 150 000,00	R 150 000,00
	(ii) Occupational Health and Safety	Prov. Sum	0	R 0,00	1	R 80 000,00	R 0,00	R 80 000,00	R 80 000,00
10	PPE for Local Labourers	Sum	1		0				
<b>SUB-TOTAL</b>									
<b>B</b>	<b>Pegging out the works</b>	<b>Unit</b>	<b>MQty</b>	<b>MRate</b>	<b>LQty</b>	<b>LRate</b>	<b>Mtotal</b>	<b>Ltotal</b>	<b>Total</b>
1	MV Pegging	km			7				
2	LV Pegging	km			13				
3	AS-Built drawing by surveyor	km			20				
4	Bush Clearing and Tree Felling	e. a.			1				
<b>SUB-TOTAL</b>									

C	Digging Holes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1A	LV stay back-actor or hand	e.a.			72				
1B	Rock Drill	e.a.			98				
1C	Compressors	e.a.			150				
1D	9m LV Strut Pole Rock Drill	e.a.			71				
1E	11m LV Strut Pole Rock Drill	e.a.			48				
2A	MV stay back-actor or hand	e.a.			23				
2B	MV Stay Rock Drill	e.a.			28				
2C	MV Stay Compressors	e.a.			36				
2D	12m MV Strut Pole Rock Drill	e.a.			36				
2E	MV Flying Stay 11m	e.a.			15				
3A	7m Pole back-actor or hand	e.a.			57				
3B	Rock Drill	e.a.			81				
3C	Compressors	e.a.			138				
4A	9m Pole back-actor or hand	e.a.			52				
4B	Rock Drill	e.a.			67				
4C	Compressors	e.a.			87				
5A	10m Pole back-actor or hand	e.a.			0				
5B	Rock Drill	e.a.			0				
5C	Compressors	e.a.			0				
6A	11m Pole back-actor or hand	e.a.			0				
6B	Rock Drill	e.a.			125				
6C	Compressors	e.a.			0				
7A	13m Pole back-actor or hand	e.a.			0				
7B	Rock Drill	e.a.			0				
7C	Compressors	e.a.			0				
<b>SUB-TOTAL</b>									

D	Plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	7m Wood 120-140mm tops	e.a.	286		286				
2	9m Wood 140-160mm tops	e.a.	209		209				
3	9m Wood 160-180 mm tops	e.a.	17		17				
4	10m Wood 160-180mm tops	e.a.	0		0				
5	10m Wood 180-200mm tops	e.a.	0		0				
6	11m Wood 160-180mm tops	e.a.	80		80				
7	11m Wood 180-200mm tops	e.a.	57		57				
8	12m Wood 180-200mm tops	e.a.	0		0				
9	13m Wood 180-200mm tops	e.a.	0		0				
<b>SUB-TOTAL</b>									
E	HV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	<b>DUAL PHASE</b>								
1	Int ass delta 0 deg	e.a.	0		0				
2	Int ass vertical (1-10 deg)	e.a.	0		0				
3	Int ass stag vertical ( 0 deg )	e.a.	0		0				
4	Strain ass delta (0-30 deg)	e.a.	0		0				
5	Strain ass delta (30-90 deg)	e.a.	0		0				
6	Terminal delta	e.a.	0		0				
7	T-off ass int-delta	e.a.	0		0				
8	T-off ass str-delta	e.a.	0		0				
9	T-off ass int vert	e.a.	0		0				
10	Susp ass vert (10-30 deg)	e.a.	0		0				
11	Strain ass vertical ( 30-90 deg )	e.a.	0		0				
12	Terminal ass vert	e.a.	0		0				
13	In-line strain vert	e.a.	0		0				
14	T-off ass strain vert	e.a.	0		0				
<b>SUB-TOTAL</b>									

	MV THREE PHASE	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Int ass delta 0 deg	e.a.	0		0				
2	Int ass stag vertical (0-10 deg)	e.a.	58		58				
3	Int ass stag vertical ( 10-30deg )	e.a.	9		9				
4	Strain ass delta (0-30 deg)	e.a.	0		0				
5	Strain ass delta (30-90 deg)	e.a.	0		0				
6	T-off ass int-delta	e.a.	0		0				
7	T-off ass str-delta	e.a.	0		0				
8	T-Off Vert	e.a.	10		10				
9	3 Phase Cable/ OH Termination D-DT- 0851	e.a.	7		7				
10	Strain ass vertical (30-90 deg)	e.a.	40		40				
11	Terminal ass vert	e.a.	21		21				
12	In-line strain vert ( 0 deg)	e.a.	9		9				
<b>SUB-TOTAL</b>									
F	MV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	1 Off conv anchor	e.a.	97		97				
2	1 Off flying stay	e.a.	25		25				
3	1 Off strut pole 12m	e.a.	46		46				
<b>SUB-TOTAL</b>									



<b>G</b>	<b>LV Structures</b>	<b>Unit</b>	<b>MQty</b>	<b>MRate</b>	<b>LQty</b>	<b>LRate</b>	<b>Mtotal</b>	<b>Ltotal</b>	<b>Total</b>
1	Int / susp (0-30 deg)	e.a.	212		212				
2	Intermediate service	e.a.	0		0				
3	Strain (0-60 deg)	e.a.	65		65				
4	Strain (60-90 deg)	e.a.	97		97				
5	Terminal	e.a.	81		81				
6	3 Ph Tfr Terminations Trf	e.a.	22		22				
7	T-off from interm	e.a.	50		50				
8	T-off from strain	e.a.	0		0				
9	Cross int-int ass	e.a.	18		18				
10	Cross int-strain ass	e.a.	0		0				
<b>SUB-TOTAL</b>									
<b>H</b>	<b>LV Stays</b>	<b>Unit</b>	<b>MQty</b>	<b>MRate</b>	<b>LQty</b>	<b>LRate</b>	<b>Mtotal</b>	<b>Ltotal</b>	<b>Total</b>
1	1 Off conv anchor	e.a.	330		330				
2	1 Off flying stay	e.a.	9		9				
3	1 Off strut pole 9m	e.a.	81		81				
4	1 Off strut pole 11m	e.a.	58		58				
<b>SUB-TOTAL</b>									
<b>I</b>	<b>Service Boxes</b>	<b>Unit</b>	<b>MQty</b>	<b>MRate</b>	<b>LQty</b>	<b>LRate</b>	<b>Mtotal</b>	<b>Ltotal</b>	<b>Total</b>
1A	2 - 4 Way Split Meter box : 1 x 50 A mcb	e.a.	243		243				
2B	5 - 8 Way Split Meter box : 2 x 63 A mcb	e.a.	0		0				
<b>SUB-TOTAL</b>									

J	Stringing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Squirrel conductor	m	0		0				
2	Fox conductor	m	40315,1		40315				
3	Mink conductor	m			0				
4	35 mm sq ABC 1-ph	m	0		0				
5	35 mm sq ABC 2- ph	m	0		0				
6	35 mm sq ABC 3-ph	m	0		0				
7	70 mm sq ABC 1-ph	m	0		0				
8	70 mm sq ABC 2-ph	m	0		0				
9	70 mm sq ABC 3-ph	m	16110,7		16111				
10	MV Fox full tension joint	e.a.	144		144				
11	LV joint 35 mm full tension	e.a.	0		0				
12	LV joint 70 mm full tension	e.a.	91		91				
<b>SUB-TOTAL</b>									
K	Transformer Installation	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
<b>Transformers: 22kV</b>									
1	200kVA x 3 Ph (1 off) - relocate	ea	0		0				
2	200kVA x 3 Ph (1 off) - new	ea	0		0				
3	100kVA x 3 Ph (2 off) - relocate	ea	0		0				
4	100kVA x 3 Ph (2 off) - new	ea	8		8				
5	50kVA x 3 Ph (0 off) - relocate	ea	0		0				
6	50kVA x 3 Ph (0 off) - new	ea	2		2				
7	32kVA x 2 Ph (0 off) - relocate	ea	0		0				
8	32kVA x 2 Ph (0 off) - new	ea	0		0				
9	25kVA x 3 Ph (0 off) - relocate	ea	0		0				
10	25kVA x 3 Ph (0 off) - new	ea	0		0				
11	16kVA x 1 Ph (1 off) - relocate	ea	0		0				
12	16kVA x 1 Ph (1 off) - new	ea	0		0				
<b>SUB-TOTAL</b>									

L	LV Protection Morsdorf type fuses	Unit	MQty	MRate	LQty		Mtotal	Ltotal	Total
1	50 A	e.a.	0		0				
2	80A Dual phase (32kVA)	e.a.	0		0				
3	80A Three phase (50kVA)	e.a.	8		8				
4	125A	e.a.	0		0				
5	160A	e.a.	34		34				
<b>SUB-TOTAL</b>									
M	Installation Earthing	Unit	MQty	MRate	LQty		Mtotal	Ltotal	Total
1	MV Earthing (Type 1 crowfoot)	e.a.	20		20				
2	LV Earthing (Type 1 crowfoot)	e.a.	28		28				
3	Bonding	e.a.	58		58				
<b>SUB-TOTAL</b>									
N	Pole Numbering	Unit	MQty	MRate	LQty		Mtotal	Ltotal	Total
1	MV pole number	e.a.	137		137				
2	LV pole number	e.a.	512		512				
<b>SUB-TOTAL</b>									
O	Commissioning	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Test & commission trsf and MV equipment	e.a.	13		13				
<b>SUB-TOTAL</b>									

P	Other	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Link assembly ( On-load) per phase	ea	36		36				
2	Link assembly (Off load) per phase	ea	0		0				
3	Drop-out fuses three phase	ea	36		36				
4	Drop-out fuses dual phase	ea	0		0				
5	Sample line /Material Board	sum	0		0				
6	Live Work (Number of T-Offs)	ea	6		6				
7	Remove existing MV Poles	ea	0		0				
8	Dismantle Existing MV Line	m	5000		5000				
9	Dismantle Existing LV	m	6500		6500				
10	Upgrade Existing MV from Dual to 3 Phase (Including Pole Replacement)	m	1300		1300				
11	Remove existing Transformer	ea	0		0				
12	Remove existing dressing	ea	0		0				
13	Ant-climbing device	ea	129		129				
14	Tree felling (trunk diameter > 300mm)	ea	0		0				
<b>SUB-TOTAL</b>									
Q	House Connections	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Underground connection	ea	0		0				
2	Overhead connection	ea	437		437				
3	Supply ECU base, fixing rails and plug	ea			0				
4	Supply 20A ECU (internal ELPJ)	ea			0				
5	Supply Split Meter Din Rail 20A WS with Keypad	ea	437		437				
6	Sealing of meters	ea	437		437				
7	COC Certificate ECA version	ea	437		437				
8	Supply and install additional 63A circuit breaker	ea	0		0				
9	Supply and install and wire 63A curve-2 cb to a split phase meter	ea	0		0				
10	Supply and mount readyboard	ea	437		437				
11	Capture and submit list of customers name and surname stand no meter no and contact no	ea	437		437				
<b>SUB-TOTAL</b>									

R	Excavate and plant shack poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1A	5m Wood 120-140 mm tops	e.a.	219		219				
1B	Rock Drill	e.a.	0		0				
1C	Compressors	e.a.	0		0				
2	Compressors	e.a.	0		0				
3	Hand Excavate Cable trench - house connection	m	0		0				
4	Hand Excavate Cable trench- Road Crossing	m	0		0				
5	Install Cable Sleeves 110mm	m	0		0				
<b>SUB-TOTAL</b>									
S	MV & LV Conductor ( Supply Cable)	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	95mm sq Cable plus 110mm sq Galvanized Steel Conduit	m	130		130				
2	10mm sq Airdac SNE plus Pilot wires	m	24319		24319				
<b>SUB-TOTAL</b>									

# FETAKGOMO TUBATSE MUNICIPALITY

## ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE

### C3: SCOPE OF WORK

#### C3.1 STANDARD SPECIFICATIONS

#### C3.2 PROJECT SPECIFICATIONS

##### PART A: GENERAL

PS-1	Project Description
PS-2	Description of the Site and Access
PS-3	Details of the Works
PS-4	Construction Management Requirements

## **PART C3    SCOPE OF WORKS**

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## **STATUS**

In the event of any discrepancy between the Scope of Works, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

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

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The Employer's objectives are **to electrify 427 HOUSEHOLDS AT MAPHUTLE VILLAGE.**

Where possible, local workers may be temporarily employed to perform non-specialized parts of the works.

#### **C3.1.2 OVERVIEW OF THE WORKS**

*The work at MAPHUTLE VILLAGE covers the construction of MV and LV network with bare neutral, overhead service connections and proper installation of transformers and prepaid meters for the electrification. The notable work to be done on site is as follows:*

- *Building the MV method of supply from the existing MV lines.*
- *Supply and install 15 x transformers with all proper installation of earthing*
- *Build the LV network of the village.*
- *Install the pole top boxes installed.*
- *Supply and Install the outstanding 350 x 10mm airdacs for the village.*
- *Supply and install the outstanding 310 split meters and ready boards.*
- *Install the shack poles if applicable.*
- *Decommission existing infrastructure if applicable*

#### **C3.1.3 LOCATION OF THE WORKS**

**MAPHUTLE VILLAGE** is located within The FETAKGOMO TUBATSE MUNICIPALITY in the Limpopo province.

### **C3.2 ENGINEERING**

#### **C3.2.1 DESIGN**

The Engineer is responsible for the basic engineering design, up to the bid stage, of the permanent Works as reflected in the Contract Documents unless otherwise stated. O&M manuals shall be compiled by the Contractor and shall include all drawings and information. The manuals shall be comprehensive and shall enable the Employer's personnel, to do the necessary maintenance and repairs to the installation. Once the Engineer has approved the compiled documentation, the documents shall be duplicated as required by the specifications.

**C3.2.2 EMPLOYER'S DESIGN**

Nil.

**C3.2.3 CONTRACTOR'S DESIGN**

The Contractor is responsible for the detail engineering design of the permanent Works as reflected in the Contract Documents unless otherwise stated.

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 DRAWINGS**

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The following drawings are included in this tender at this stage, and are deemed sufficient for the contractor to see the scope of the work, the difficulties that would arise during construction, as well as the proposed protection and control requirements, based on the single line diagrammed:

Drawing no.	Description

**C3.2.5 DESIGN PROCEDURES**

The Contractor shall submit the designs, which he is responsible for in terms of the contract, to the Engineer for approval, before any fabrication and/or installation may take place.

No design changes shall be implemented unless approval is received in writing from the Engineer. Amended drawings, showing the design changes, shall be issued to all concerned, immediately after approval of such amendments.

All documentation, drawings and instructions shall be accompanied by a transmittal sheet, indicating whether it is for approval/construction/information etc.

### **C3.3 PROCUREMENT**

#### **C3.3.1 PREFERENTIAL PROCUREMENT**

##### **C3.3.1.1 Requirements**

As per standard Municipal tender procedures included elsewhere in this tender.

##### **C3.3.1.2 Resource standard pertaining to targeted procurement**

As per standard Municipal tender procedures included elsewhere in this tender.

#### **C3.3.2 SUBCONTRACTING**

##### **C3.3.2.1 Scope of mandatory subcontract works**

Due to the specialized nature of certain sections of the works, it is anticipated that the principal contractors that would be appointed, will make use of sub-contractors. Bidders shall indicate in their tenders where they make use of subcontractors, and also indicate the details of the proposed subcontractors. These subcontractors will be deemed to be domestic sub-contractors.

##### **C3.3.2.2 Preferred subcontractors/suppliers**

The Bidders shall note that the Employer reserves the right to appoint more than one contractor for the Works. Contractors shall also be acceptable to the Insurers, who will pay for a large portion of the Works. Where more than one contractor is appointed, the Employer reserves the right to appoint specific Contractors as principal contractors and others as nominated or selected contractors under the principal contractors. It is, however, preferred, that the Contractors offer a full turnkey solution.

##### **C3.3.2.3 Subcontracting procedures**

Before any subcontractors are appointed, full details of the qualifications and experience shall be submitted to the Engineer for approval. No appointment shall be made without the written approval of the Engineer.

##### **C3.3.2.4 Attendance on subcontractors**

Attendance on subcontractors is deemed to be included in the rates, and no separate allowance shall be made for attendance on subcontractors. Attendance due to the work executed by contractors under separate contracts are listed separately.

### **C3.4 CONSTRUCTION**

#### **C3.4.1 WORKS SPECIFICATIONS**

##### **C3.4.1.1 Applicable SABS 1200 Standardized Specifications**

SABS 1200 is applicable to all civil works.

##### **C3.4.1.2 Particular Specifications**

See Part II of this document.

### **C3.4.1.3 National and International Standards**

See Part II of this document.

### **C3.4.1.4 Variations and Additions to the SABS 1200 Standardized Specifications**

Variations and additions to the following SABS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.4.6.

## **C3.4.2 SITE ESTABLISHMENT**

### **C3.4.2.1 Services and facilities provided by the Employer**

#### **(a) Water sources**

An existing water point is available on site in the burnt building. The contractor should make his own arrangements with the relevant departments for a builder's connection to connect to the water supply.

#### **(b) Electricity supply**

Electricity is available on site, but for LV supply and control purposes of the existing temporary substation. The contractor should make his own arrangements with the relevant departments for a builder's connection to connect to the electricity supply.

#### **(c) Excrement disposal**

An existing French drain exists. The position of the drain is not known. The contractor shall be responsible to find the drain, and to connect his temporary ablution facilities to the French drain. The drain shall be emptied and all connections removed on completion of the Works.

#### **(d) Area for Contractor's site establishment**

The Site of the Works is restricted and the Employer has no suitable areas available where the Contractor may erect offices, workshops, stores and other facilities that he requires for the purposes of the Contract. The Contractor shall, at his own cost, be responsible for locating and making all arrangements necessary for securing an area suitable to meet his needs in respect of the erection of the Contractor's offices, stores and other facilities, including the facilities to be provided for the Engineer in accordance with the Contract.

Any potential area proposed by the Contractor shall be within reasonable proximity to the Site of the Works and its location shall be subject to the approval of the Engineer, which approval shall not be unreasonably withheld.

### **C3.4.2.2 Facilities provided by the Contractor**

#### **(a) Facilities for the Engineer**

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's

tendered Preliminary and General items until the facility has been provided or restored as the case may be.

- (i) Office accommodation  
Nil.
- (ii) Carports  
Nil.
- (iii) Site meeting venue  
Nil.
- (iv) Contract name boards

The Contractor shall provide, erect and maintain contract name boards at such positions and locations directed by the Engineer (and quantities as listed in the bills of quantities), which name boards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regard to size, painting, decorating and detail, and the requirements described hereunder.

Each name board shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SABS 1091.

The Contractor shall keep the contract name boards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

- (v) Survey equipment and assistants  
Nil.

- (vi) Telephone facilities

Cellphone and airtime, the cost of which is provided as provisional sum in the Bill of Quantities for the engineer and assistant.

- (vii) Computer facilities

Laptops, wifi routers and printers.

- (viii) Fax facilities

Nil.

- (ix) Electricity supply for the Engineer

Nil.

- (x) Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times. This book shall be for the exclusive use of the Engineer. The book shall also be used as a site diary to note inspections.

- (xi) Housing for Engineer's Representative

Nil.

**(b) Water**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

**(c) Electricity**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

**(d) Excrement disposal**

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

### **C3.4.2.3 Site usage**

Not Applicable

### **C3.4.2.4 Permits and wayleaves**

The Contractor shall be responsible to obtain all permits required under this Contract.

### **C3.4.2.5 Features requiring special attention**

#### **(a) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

#### **(b) Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

#### **(c) Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

**(d) Existing residential areas**

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

**(e) Monthly statements and payment certificates**

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal working days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

**(f) Construction in restricted areas**

Working space is sometimes restricted. The rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

**(g) Notices, signs, barricades and advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. 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 instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

**(h) Workmanship and quality control**

The onus to produce work that 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 suitably qualified and experienced engineers, foremen, surveyors, 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 cost of supervision and process control, including testing carried out by the Contractor, will 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 required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

#### **C3.4.2.6 Extension of time due to abnormal rainfall**

The contractor shall not be permitted to work on the site during lightning activity.

- (a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn= Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn= Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

- (b) The rainfall records at the rainfall station as stated in the Rainfall Table following and the monthly averages (Rn and Nn) for this period shall, for the purposes of

this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

- (c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.
- (d) The Contractor's claims in terms of Sub clause 10.3 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Employer monthly;

provided always that the period allowed to the Contractor in terms of Clause 10.3 of the Conditions of Contract in which to submit his claim for each month shall be seven (7) days, calculated from the last day of the month to which the claim applies.

The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

- (e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract provided always that
  - (i) rainfall occurring within the period of the Contractor's Christmas shut-down shall not be taken into account in the calculation of the monthly "V" values;
  - (ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Employer, shall not be taken into account in the calculation of the monthly "V" values;
  - (iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
  - (iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn.
- (f) The Employer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the

remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

- (g) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of the Conditions of Contract.
- (h) The Contractor shall make due allowance within his programme submitted for a total anticipated delay to items on the critical path resulting from wet climatic conditions, of 21 (twenty-one) normal working days during the Contract.
- (i) Extension of time, if granted by the Employer, will be determined as the aggregate number of normal working hours for which all progress on the item or items on the critical path was brought to a halt as a result of wet climatic conditions, less the number of normal working days specified in subclause (d) above.
- (j) In determining the revised Due Completion Date of the Contract, the Employer shall add the equivalent number of normal working days delay determined in accordance with subclause (e) and all intervening normal non-working days to the prevailing Due Completion Date.

### **C3.4.3 PLANT AND MATERIALS**

#### **C3.4.3.1 Plant and materials supplied by the Employer**

None

#### **C3.4.3.2 Materials, samples and shop drawings**

##### **(a) Samples**

Materials or work which does not conform to the approved samples submitted in terms of Subclause 23.4 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Subclause 23.7 of the Conditions of Contract, be for the Contractor's account.

### **C3.4.4 CONSTRUCTION EQUIPMENT**

#### **C3.4.4.1 Requirements for equipment**

The Contractor shall provide proof that he has the required equipment and plant, which will be required for the successful completion of this project.

#### **C3.4.4.2 Equipment provided by the employer**

Nil.

### **C3.4.5 EXISTING SERVICES**

#### **C3.4.5.1 Known services**

Existing cable routes are not available on drawings, and the contractor will have to take all reasonable care to find the existing services, and to protect or re-route the services, prior to any construction activities.

#### **C3.4.5.2 Treatment of existing services**

Not Applicable

#### **C3.4.5.3 Use of detection equipment for the location of underground services**

The contractor shall make his own arrangements at his own expense to locate existing services.

#### **C3.4.5.4 Damage to services**

The Contractor will be held liable for damage to any existing services.

#### **C3.4.5.5 Reinstatement of services and structures damaged during construction**

The Contractor will be responsible for the reinstatement of any services damaged during construction. Any reinstatement will be to the subject to the approval of the Engineer. The Contractor will be held liable for all costs for the reinstatement of services damaged during construction.

### **C3.4.6 PARTICULAR SPECIFICATIONS**

See Part II of this document

### **C3.5 MANAGEMENT OF THE WORKS**

#### **C3.5.1 GENERIC SPECIFICATIONS**

See Part II of this document.

#### **C3.5.2 SUPERVISION**

The contractor shall have the necessary supervision on site to ensure that all work is supervised by a competent and authorized person always. The works will be executed in a restricted area and will be executed under a permit system.

### **C3.6 HEALTH AND SAFETY**

#### **C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

##### **(a) Construction Regulations, 2003**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings,

as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document/will be issued separately by the Employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations including Covid19 compliance, for approval by the Employer. **The Health & Safety Plan should clearly articulate how COVID19 preventative measures shall be handled during project implementation.**

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

### **C3.6.2 PROTECTION OF THE PUBLIC**

The Site is within a restricted area and the Contractor will take all measures required not to allow members of the public access to the Site.

### **C3.6.3 BARRICADES AND LIGHTING**

The Contractor is required to implement the relevant regulations in terms of the OHS Act. The contractor is advised to barricade his work areas from such live parts of the network to ensure the safety of his employees.

### **C3.6.4 TRAFFIC CONTROL ON ROADS**

Not Applicable

### **C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS**

The Contractor shall, in his Health and Safety Plan, make provision for measures against the spread of disease and epidemics specifically addressing how he/she will address the Covid19 preventive measures on site.

### **C3.6.6 AIDS AWARENESS**

The Contractor shall, in his Health and Safety Plan, make provision for the education of his personnel in the dangers and complications related to the transfer of AIDS. Regular informative sessions shall be held, preferably at the same time as the Safety Meetings, where the methods for the prevention of Aids are explained and discussed.

The Contractor's personnel shall be fully informed about the Aids awareness campaigns, counselling clinics and medical aid available to suspected sufferers of the disease.

# FETAKGOMO TUBATSE MUNICIPALITY

## ELECTRIFICATION OF 427 HOUSEHOLDS AT MAPHUTLE VILLAGE

### Part C4 Site Information

#### C4.1 LOCALITY PLAN

##### MAPHUTLE: LOCALITY

The locality of Maphutle village as viewed from google earth is shown in Figure 10. The village is located within the following coordinates: 24°32'5.28"S and 30° 9'8.45"E; 24°32'35.73"S and 30° 8'58.35"E; 24°32'58.55"S and 30° 9'11.67"E; 24°33'2.41"S and 30° 9'36.25"E; 24°32'3.62"S and 30° 9'38.18"E.



## C4.2 SITE LAYOUT PLANS

See attached A3 Maps

### **C4.3 GPS COORDINATES**

#### **MAPHUTLE VILLAGE:**

24°32'5.28"S and 30° 9'8.45"E;  
24°32'35.73"S and 30° 8'58.35"E;  
24°32'58.55"S and 30° 9'11.67"E;  
24°33'2.41"S and 30° 9'36.25"E;  
24°32'3.62"S and 30° 9'38.18"E.



## **C5: DETAIL SPECIFICATION AND STANDARD TECHNICAL REQUIREMENTS**

### **5.1 General**

The successful tender shall submit their proposed construction programme to the Engineer within 14 days of his being awarded the tender.

This programme shall stipulate in detail the time duration and the order in which the work will proceed.

Approval of any programme by the Engineer shall have no contractual status other than an indication that the Engineer is satisfied as to the order in which the work is to be carried out, and that the Contractor undertakes to perform all work in accordance with the approved programme.

The Engineer retains the right to alter any approved programme should circumstances on site necessitate such a change.

No claims whatsoever will be entertained in respect of any delays resulting from the operations of other Contractors or from any changes in programme which may be required from time to time in the interest of overall progress.

The contractor shall note that road works and/or blasting may be executed in the vicinity of construction works and co-ordination with these activities will determine and form an integral part of the project's success.

### **5.2 Required basic working programme**

Contractor shall provide works programme detailing different work activities and the sequence of carrying out the work activities.

### **5.3 Record-keeping**

A good record-keeping system shall be used by the contractor.

### **5.4 Protection of existing works or services**

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall protect and exercise the greatest care when working in the vicinity of such services.

It will be the contractor's responsibility to ascertain all that may be affected or in the vicinity. Such services maybe: Telkom, Roads Agency Limpopo (RAL), Municipal Roads and Storm Water, Municipal Electricity and the Department of Public Works etc.

### **5.5 Drawings**

**Construction drawings** which shall form part of this scope of works are attached in the technical specification section of this tender document.

### **5.6 Regulations**

- 5.6.1 The Occupational Health and Safety Act (Act no. 85 of 1993) and all its regulations and amendments as published in the Government Gazette from time to time.
- 5.6.2 The Telecommunications Act, No.103 of 1996 and the Postmaster-General's Requirements issued in terms of that Act.
- 5.6.3 The Mine Health and Safety Act, No. 72 of 1997 and subsequent amendments and regulations issued there under.
- 5.6.4 The Electricity Act, No. 40 of 1958.

- 5.6.5 The Fencing Act, No. 31 of 1963.
- 5.6.6 The Forest Act, Article 34 of Act No. 72 of 1968.
- 5.6.7 The Advertising on Roads and Ribbon Development Act, No. 21 of 1940 and No. 16 of 1962.
- 5.6.8 The Air Navigation Regulations promulgated in terms of the Aviation Act, No. 74 of 1962
- 5.6.9 Explosives Act, No. 26 of 1956.
- 5.6.10 The South African Transport Services Safety Regulations.
- 5.6.11 The regulations and bylaws of the Local Supply Authority.
- 5.6.12 Any amendments to the above acts.

## **5.7 Visit to or occupation of site**

Tenderers are advised to visit the site and become fully conversant with the type and nature of the work involved, and with the local site conditions, prior to submitting a tender price. No claim arising due to lack of knowledge in this respect shall be entertained. It is essential to visit this site before tendering.

## **5.8 Standard of work**

All work shall comply with the regulations as stipulated which forms part of this specification. The whole works shall be carried out in accordance with the best practices and to the satisfaction of the Engineer. Uniform standards and equipment shall be maintained throughout the service.

## **5.9 Making good**

The tenderer shall be responsible for the making good in all trades of any damage to buildings or other services, which he or his employees may have incurred during the construction of the new works. The Contractor shall be responsible for keeping the site clean and tidy and shall remove from the site all rubble and litter resulting from the construction work.

## **5.10 Test equipment**

The contract includes the provision of all test equipment required to take all measurements and readings specified or as may be required from time to time to ensure that the installation is handed over in good working order. All test equipment remains the property of the Contractor.

## **5.11 Installation work**

The Electrical Contractor should notify the Engineer timeously when the installation reaches important stages of completion (e.g. before closing cable trenches, before casting concrete, etc.) so that inspection can be scheduled in the best interest of all parties concerned.

## **5.12 As-built drawings**

The Electrical Contractor shall provide the as built drawings once all the works have been completed.

## **5.13 Inspection and handing over procedure**

### **5.13.1 Inspection by Contractor**

When an assessment stage or section of the installation is completed, the Contractor shall conduct an inspection to satisfy himself that all labels are engraved and properly fixed, that no bolts and screws are missing, that all phasing is correct, that all spoil which is the responsibility of the Contractor is removed, and in general that the installation has been

completed to the requirements of the specification and that the workmanship complies with the expected standard.

### **5.13.2 Inspection and Testing by Engineer**

After the Contractor has conducted the abovementioned inspection, he shall apply in writing to the Engineer for a handing over inspection. At least 4 days notice shall be given.

The following forms will be issued to the contractor and shall be thoroughly completed by the contractor. These forms are not included in the contract, but the forms basically consist of the following:

- a) In commissioning and handing over certificate for HV, MV and LV lines
  - i) Detail description of the works
  - ii) Visual inspection list
  - iii) Power line clearance
  - iv) Earth resistance tests
  - v) Conductor continuity
  - vi) Phasing
  - vii) Certificate of Compliance
  
- b) Other standard forms
  - i) Notice of Commencement of Installation Work
  - ii) Application for Inspection
  - iii) Certificate of Acceptance
  - iv) Certificate of Compliance by an Accredited Person
  - v) Service Connection Acceptance

A factory acceptance test should also be performed to verify that strength of the designed poles structures.

Should the completed section not pass the inspection, the Contractor shall rectify the fault[s] and apply for a re-inspection.

One (1) re-inspection on a section of the work shall be conducted free of charge. The Contractor shall incur a penalty of R350-00 (Three-Hundred-and-Fifty-Rand) for all subsequent re-inspections required on the contract and this amount will be deducted from the next payment due to the Contractor

### **5.14 Material and equipment**

All material and equipment shall conform in respect of quality, manufacture, tests and performance, with the requirements of the South African Bureau of Standards or where no such standards exist, with the relevant current Specification of the British Standards Institution.

All material and equipment shall be of high quality and suitable for the conditions on site. These conditions shall include weather conditions as well as conditions under which materials are installed, stored and used. Should the materials not be suitable for use under temporary site conditions then the Electrical Contractor shall at his own cost provide suitable protection until these unfavourable site conditions cease to exist.

The Electrical Contractor shall, where requested to do so, submit samples of equipment and material to the Engineer for approval prior to installation. The Engineer may retain these samples until the contract is completed after which they will be returned.

## **5.15 Facilities for contract personnel**

### **5.15.1 Toilet facilities**

The Contractor shall provide for the supply and erection of proper temporary latrines for the use of his employees, to the satisfaction of the engineer's representative. The Contractor shall maintain the latrines in a thoroughly clean and hygienic condition for the duration of the contract. On completion of the contract the Contractor shall remove these temporary latrines from site.

### **5.15.2 Electrical power for construction**

The Contractor shall provide all electricity required for the execution of the works at his own expense.

### **5.15.3 Construction camp**

A specific site will be made available to the Contractor for the establishment of a site office and store.

The Contractor shall be responsible for keeping the area allocated to him neat, tidy and clean. On completion of the contract all temporary buildings, roofs, fencing, etc., shall be removed from the site at the Contractor's expense and the camp site restored to the satisfaction of the Engineer.

### **5.15.4 Storage accommodation**

The Contractor shall at his own cost provide and maintain adequate and suitable storage of all perishable or corrodible materials and fittings on sites to be approved by the Employer. Such storage accommodation, particularly in the case of cement stores, shall be ventilated weather and waterproof, with floors raised off the ground so as to keep the materials perfectly dry and fully aerated and shall be subject to the approval of the Employer, who shall have free access at all times to the storage sheds.

### **5.15.5 Guarantee and maintenance period**

5.15.5.1 The Guarantee and Maintenance period shall be for **3 Months** commencing on the Date of completion for the Installation or the relevant portion thereof. During the Guarantee period the Contractor shall repair all defects in the Installation, which may arise as a result of inferior quality materials or faulty workmanship.

5.15.5.2 The fact that the Installation will be used by the Employer during the guarantee period shall in no way exempt the Contractor from his responsibility under this clause.

5.15.5.3 Should a non-urgent fault occur during the guarantee period the Contractor will be advised and he shall repair the fault in good time.

5.15.5.4 Should a fault that in the opinion of the Engineer is of an urgent nature, occur during normal working hours the Contractor will be advised and he shall proceed immediately to rectify the fault.

5.15.5.5 Should a fault that in the opinion of the Engineer is of an urgent nature, occur outside normal working hours whilst the Contractor is not available, the Employer shall obtain the services of any available Contractor to repair the fault. The cost of such repair work shall be borne by the Contractor in accordance with the escalated tendered rates. In such a case the faulty equipment shall be kept for scrutiny by the Contractor.

5.15.5.6 Should the Contractor be responsible for faults and defects in the Installation during the guarantee and maintenance period the Contractor shall upon receipt of a Written Instruction from the Engineer without delay satisfactorily correct and repair all faults and defects.

5.15.5.7 Should the frequency of faults and breakdown in the opinion of the Engineer become so

regular as to constitute and unacceptable state of affairs or should the Installation or portions thereof prove to be unacceptable, the Contractor shall upon receipt of a Written Instruction from the Engineer replace portions of components of the Installation at his own cost as prescribed by the Engineer.

#### **5.16 Pegs**

The Electrical Contractor shall in all cases determine the positions of structures on the basis of the pegs which will be provided by the Eskom approved surveyor. Where the Electrical Contractor is unable to determine positions due to missing pegs, the missing pegs shall immediately be reported.

The Electrical Contractor shall also ensure all pegs are present indicating the line route.

#### **5.17 Explosives**

If explosives are to be used the Contractor is to make adequate provision for blasting which, together with the necessary storage and handling of explosives, shall be carried out in strict accordance with the Explosive Act (No. 26 of 1956, as amended) and Regulations. Care shall be taken that no damage is caused to existing works and property and adequate protection shall be provided to prevent blasted material being scattered about. The size of charges shall be the minimum necessary for the purpose. The Contractor shall be solely responsible for damage and injury caused by or during blasting and shall make good at his own expense, and to the satisfaction of the Engineer, any unnecessary shattering of rock or disturbance of the surrounding ground. Careless use of explosives will render the Contractor liable to be forbidden the future use of explosives.

Blasting will not endanger any existing foundation, structure or service and in such situation materials must be removed by drilling and wedging or barring or by another approved method which will not cause damage.

#### **5.18 Clearing the site**

During progress and upon completion of the Works and before acceptance and final payment is made, the Contractor at his own expense shall fill pits and clear the Works and all ground occupied by him in connection with the Works, of rubbish, excess materials, false work, temporary structure and equipment, and all parts of the Works shall be left in a neat, presentable condition. All excess materials, soil, rocks, etc., shall be continuously removed by the Contractor.

#### **5.19 Technical specification**

In the event that any discrepancies should exist in the requirements of this Specification and the requirements as shown on the detailed drawings, such discrepancies shall be brought to the attention of the Engineer prior to the tender closing date. Tenderers shall further clarify with the Engineer any indistinctness in requirements of this Specification prior to the tender closing date. Claims for additional cost as a result of discrepancies or any indistinctness in requirements shall not be entertained after the tender closing date. The standards, specifications and procedures for the overhead line construction will be the governing documents for the construction works.

#### **5.20 Definitions and abbreviations**

##### **5.20.1 Definitions**

For the sake of clarity, it will be necessary to define some of the terms used in the specification.

**all aluminium alloy conductor (AAAC):** A stranded conductor of which all wires are made of aluminium alloy.

**all aluminium conductor (AAC):** A stranded conductor, of which all wires are made of aluminium

**all aluminium conductor, steel reinforced (ACSR):** A reinforced conductor with one or more layers of aluminium wires stranded around a core of galvanised steel wires.

**ampacity:** The current that will meet the design, security and safety criteria of a conductor.

**angle strain structure:** A structure at the beginning or end of a section, which carries the resultant conductor tensile forces where the line changes direction.

**angle intermediate structure:** A structure, which serves as a suspension support for the conductor where the line changes direction.

**bare conductor:** A conductor without any insulating covering.

**basic insulation level (BIL):** The overall designed insulation level of the system to withstand lightning impulses and switching surges. A specific insulation level, expressed in kilovolts, to which the complete system is designed and constructed. This insulation level includes the line-to-supporting structure insulation level, line-to-earth insulation level at every supporting structure, the insulation levels of the switchgear, line isolators and reclosers, and the insulation level of substations connected to the system, including their transformers.

**bundle conductor:** An arrangement of two or more sub-conductors used instead of a single conductor and kept at approximately constant spacing over their length.

**bundle configuration:** The number of sub conductors used in a bundle conductor. Twin =2, Quad = 4, etc.

**cantilever load:** A load applied to a supporting member which induces a bending moment at the support.

**Chief Inspector of Machinery:** The Chief Inspector appointed by the Minister of Labour in terms of the OHS Act, 1993.

**circuit:** A conductor or system of conductors through which current is intended to flow.

**clearance:** The shortest distance between two parts of different potential, usually related to distance in air.

**combined neutral and earth (CNE):** A conductor that combines the functions of the neutral conductor with those of an earth conductor.

**communication lines:** Lines that convey information by electrical means specifically excluding optical fibre.

**compact foundation:** Accommodates the tower body within one single foundation.

**composite insulator:** An insulator made of at least two insulating parts made out of a synthetic material, namely a core and a housing equipped with metal fittings. It can consist either of individual sheds mounted on the core, with or without an intermediate sheath, or a housing directly moulded or cast in one or several pieces on the core

**conductor:** A wire or combination of wires not insulated from one another, suitable for carrying an electrical current.

**conductor temperature:** The temperature of a conductor due to ambient temperature, wind and electrical load current.

**conductor uplift (minimum weight span):** The upward vertical load imposed by the conductor at a support resulting from the gradient to the adjacent supports and conductor tensions.

**construction supervisor:** Person with on-site control of construction. **crossing:** That span of a network where it crosses over a road, river, railway, telecommunication or other service.

**customer:** A user or group of users of electricity supplied from an electricity supply system.

**dead man anchor:** A stay anchor consisting of a single block of concrete, into which the stay rod or anchor bolts are embedded.

**dry lightning impulse withstand voltage:** The lightning impulse voltage which the insulator withstands dry, under the prescribed conditions of test.

**earth:** The conducting mass of earth whose electric potential at any point is conventionally taken as zero.

**earth conductor:** A conductor of low impedance that provides an electrical connection between a given point in equipment (an installation or system) and an earth electrode.

**earth electrode:** One or more horizontal conductors and/or earth rods bonded together and embedded in the earth for the purpose of making effective electrical contact with the general mass of the earth and to act as a path for the discharge of either lightning currents or fault currents.

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

**earth rod:** An earth electrode consisting of a metal rod driven into the ground.

**earthing system:** A system that provides at all times, a low impedance path using one or more earth electrodes for the immediate discharge of electrical energy, without danger, into the general mass of the earth.

**electrical/clashing span:** The maximum span considering the conductor configuration and spacing adopted to ensure mid-span phase to phase clearance.

**electromechanical failing load:** The maximum load reached when an insulator unit is tested under the prescribed conditions of test.

**equivalent span:** The calculated span length for tensioning a multiple span section such that the tension of the equivalent span may be used for tensioning the whole section.

**everyday stress:** The horizontal component of the conductor tensile stress that occurs at the annual mean temperature (15°C) without wind load.

**factor of safety (of any component):** The ratio of a component's failing load to the maximum safe working load for which it is designed.

**failing load of the foundation:** The load under which the foundation fails. The failure is defined as inadmissible large foundation movements and occurs in the transition range between the stable and unstable states of equilibrium.

**failing load:** The load, which causes failure to occur in any element.

**feeder:** An untapped overhead or underground three-phase cable, or set of conductors connecting distribution stations.

**flashover:** A disruptive discharge external to the insulator, connecting those parts which normally have operating voltage between them.

**footing resistance:** The resistance of a structure to earth.

**foundation:** A structure set in or on the ground, to which the base of a support is attached to provide the necessary anchorage to withstand all applied loads.

**galvanic corrosion:** Enhanced corrosion of a metal owing to its being electrically connected to a conductor of a more noble metal in an electrolyte.

**ground clearance:** The minimum distance between the conductor and ground level in a span with the conductor at its maximum design temperature, usually 50 °C.

**guyed structure:** A structure whose stability is ensured by stays.

**heavy angle strain:** a strain structure that does not require additional support during stringing activities.

**high voltage (HV):** A voltage that exceeds medium voltage (>33 kV).

**horizontal line post insulator:** A rigid insulator with metal base and end fittings, which is be

mounted horizontally onto a structure and is capable of withstanding cantilever loads.

**insulator string:** One or more insulator units which give a flexible support to overhead line conductors and stressed mainly in tension.

**insulator:** A device intended for electrical insulation and mechanical support of equipment or conductors that are subject to potential differences.

**intermediate structure:** A structure that supports the overhead line in a section by means of either post or suspension insulators.

**lightning arrester:** A device designed to protect electrical apparatus from high transit voltage and to limit the duration and amplitude of the follow current. They are usually connected between the electrical conductors of a system and earth.

**line hardware:** Summarises all components that are not part of the tower structure or of the conductors. Insulators and accessories are in this category.

**light angle strain:** a strain structure that requires additional support during stringing activities.

**line voltage drop:** The difference at a given instant between the magnitudes of the r.m.s. voltages measured at two points along a line or cable.

**live:** Electrically connected to a power system and/or electrically charged.

**load factor (LF):** The actual energy supplied (in kWh) over a period divided by the maximum demand in kWh over that period multiplied by the time period selected (i.e. actual energy supplied divided by potential energy supplied). It is always less than or equal to unity.

**load:** A device that absorbs electrical energy.

**long-rod insulator:** A single insulator equal to a number of disk insulators designed for tensile loading to support an overhead line conductor under tension or suspension.

**long-term tensile stress:** The tensile stress that a conductor can withstand for 10 years without failing.

**maximum demand (MD):** The highest averaged electrical demand for a specified period. (Typically 5 min to 60 min and 30 min are normally used as these are close to the thermal constant of transformers and lines).

**maximum span:** The maximum permitted length of any span for the conductor spacing adopted.

**maximum working tensile stress:** The horizontal component of the selected maximum conductor tensile stress that occurs under the conditions of installation and the specific loading assumptions.

**mid-span tension joint:** A joint inserted between two lengths of a conductor to provide electrical and mechanical continuity of the conductor.

**Occupational Health and Safety Act, (Act 85 of 1993) (OHS Act):** The Occupational Health and Safety Act (Act 6 of 1983) and all its regulations and amendments as published in the Government Gazette from time to time.

**pin insulator:** A rigid insulator consisting of an insulating component intended to be mounted rigidly on a supporting structure by means of a pin passing up inside the insulator. The insulating

component may consist of one or more pieces of insulating material permanently connected together. The fixing of the insulating component to the pin can either be separable or permanent (pin insulator with internal pin).

**pole:** A vertical single member support in wood, concrete, steel or other material, with one end buried in the ground, either directly or by means of a foundation.

**potential gradient:** The potential difference per unit length (usually expressed in volts per meter, V/m)

measured in the direction in which the potential difference is at a maximum.

**power factor (PF):** Is the real active power in kW divided by the apparent power in kVA i.e..

**power frequency withstand voltage:** The power-frequency which the insulator withstands wet conditioned, under the prescribed conditions of test.



**power line:** An overhead line erected to convey electrical energy for any purpose other than communications, but excluding the overhead contact or catenary wires of an electric traction system.

**protection device:** A device designated to perform a specific protection function.

**protection:** The provision for detecting abnormal conditions in a power system and then initiating signals, indications or clearance of the condition or a combination of these.

**puncture voltage:** The voltage that causes puncture of a string insulator unit or a rigid insulator under the prescribed conditions of test.

**rated voltage:** The highest r.m.s phase-to-phase voltage of a supply for which equipment is designed.

**restricted area:** The area where the construction or routing of an overhead line is prohibited.

**safety clearance:** The minimum required distance between phase and earth as specified in the Occupational Health and Safety Act.

**sag:** The maximum vertical distance between a conductor that spans between supports and a straight line joining the conductor's points of support.

**section:** The portion of line between two structures onto which the conductors are made off.

**separate footing foundation:** Individual foundations for each leg member of the tower.

**servitude:** The right of way for the installation, operation and maintenance of a power system given to a supply authority by way of law and registered against the title of the property. The supply authority pays the landowner consideration for this right depending on the utilisation of the land.

**shield wire:** A conductor connected to earth at some or all structures, which is suspended usually but not necessarily above the line conductors to provide a degree of protection against lightning strokes.

**soil nomination:** The process by which a professional civil engineer categorises soils according to their bearing capacities.

**soil type:** The classification of soils by their bearing pressure capabilities.

**span:** The part of the line between two consecutive points of support of a conductor.

**span length:** The horizontal distance between two adjacent supports.

**stay:** A steel wire, rope or rod, working under tension, that connects a point of a support to a separate anchor, or connects two points of a support.

**stay anchor:** A device, usually buried in the ground, so installed as to provide a firm point of attachment for resisting uplift.

**stay rod assembly:** A rod and plates that are buried to a specific depth and compacted so that they can carry the required stay loadings of the structure.

**step potential:** That part of the earth electrode potential gradient that can be bridged by a person from foot to foot through the body.

**strain structure:** A structure at the beginning or end of a section, which carries balanced conductor tensile forces.

**structure, support (of an overhead line):** A device designed to carry, through the insulators, a set of conductors of the line.

**structure loading:** The vector resultant sum of the loadings incident to the structure including the mass of the conductors, the wind loading, the tension in the conductors and the forces due to stays.

**sub-transmission line:** A line operating at one of the following voltages levels 66kV, 88kV, or 132kV.

**suspension structure:** A structure that supports the overhead line in a section by means of suspension insulators.

**temporary stay:** A stay, of equivalent strength to a permanent stay, that is used to

temporarily support a structure during construction or stringing activities.

**tensile stress of a conductor:** The theoretical value that results from the division of the tensile force in the conductor by the conductor cross-sectional area.

**tension imbalance:** The condition that exists when the loads on each side of the tower differ due to conductors tensions.

**terminal structure:** A structure that carries the total conductor tensile forces on one side with or without back-staying depending on the design.

**test hole:** A hole excavated near a proposed structure position to determine the soil type for foundation purposes.

**touch potential:** That part of the earth electrode potential gradient that can be bridged by a person from hand (or hands) in contact with a structure, through the body to the feet or other earthed

point.

**transitional surface:** The surface starting from the runway strip sides with an outward slope of 1:7 (14,2 %).

**ultimate design load/ultimate tensile strength:** The load that all elements should just sustain without failure, during any specified duration.

**uplift or downward forces:** The forces represented by the components of the conductor tensile forces due to differing heights of the suspension points. They act against or in the direction of the conductor dead-weight forces, respectively.

**vibration damper:** A device attached to a conductor or earth-wire in order to suppress or minimise vibrations due to wind.

**voltage (V):** The difference in electrical potential between any two conductors or between a conductor and earth.

**voltage regulation:** The concept of managing the voltage drop profile from a regulated busbar (MV of transformer with OLTC) down to the customer's supply point so that the supply voltage is maintained within statutory or contracted voltage limits (generally  $230V \pm 10\%$ ).

**wayleave agreement:** A right of way obtained from a landowner, who signs an agreement with the supply authority, for the installation, operation and maintenance of a power system. It is not registered against the title of the property.

**weight span:** The horizontal distance between the lowest points of a conductor on either side of the support. NOTE: In steeply sloping terrain, the lowest points of the catenary curves of both adjacent spans can be on the same side of the support.

**wind loading:** The horizontal load imposed by wind pressure acting at right angles to any element of the overhead line.

**wind span:** Half the sum of the adjacent spans on each side of a support.

**working load of the foundation:** The load transferred from the structure to the foundation for the given load conditions excluding factors of safety or overload factors.

**dry lightning impulse flashover voltage:** The value of the lightning impulse voltage which, under prescribed conditions of test, has a 50 % probability of producing flashover on the insulator being dry. Represented by  $U_{50}$ .

## 5.20.2 Abbreviations

The following abbreviations apply in this section:

AAAC: All aluminium alloy

conductor. AAC: All aluminium

conductors. ABC: aerial bundled  
conductors

ACSR: Aluminium conductor steel

reinforced. ADMD: after diversity maximum

demand  
 AMEU: Association of Municipal Electrical Undertakings  
 ANSI: American National Standards Institute  
 AUX: Auxiliary supply.  
 CNE: combined neutral and earth  
 CSP: completely safe protecting  
 D-DT: Eskom's Distribution Technology  
 ED: electricity dispenser  
 ILS: Instrument landing  
 system. HV: High voltage  
 MD: maximum demand  
 OLS: Obstacle limitation  
 surface SNE: separate neutral  
 and earth SED: split electricity  
 dispenser

### 5.20.3 Normative references

#### 5.20.4 IEC standards

IEC 60071-1:1993, *Insulation co-ordination — Part 1: Definitions, principles and rules.*  
 IEC 60071-2:1976, *Insulation co-ordination — Part 2: Application guide.*  
 IEC 60071-3:1982, *Insulation co-ordination — Part 3: Phase-to-phase insulation co-ordination. Principles, rules and application guide.*  
 IEC 60826:1991, *Loading and strength of overhead transmission lines.*  
 IEC 50:1984, *International Electrotechnical Vocabulary (IEV) - Chapter 466: Overhead lines.* IEC 60305:1995 *Insulators for overhead lines with a nominal voltage above 1 000 V — Ceramic or glass insulator units for a.c. systems. Characteristics of insulator units of the cap and pin type.*  
 IEC 60433:1980 *Characteristics of string insulator units of the long rod type.*  
 IEC 60720:1981, *Characteristics of line post insulators.* (SABS 177-3).  
 IEC 60652:1979, *Loading tests on overhead line towers* (BS 7733) (IEC 826). IEC 50 (Chapter 466) 1990 *International vocabulary Overhead lines*

#### 5.20.5 South African Bureau of Standards

SABS 177-1:1990, *Insulators for overhead lines of nominal voltage exceeding 1 000 V — Part 1: Ceramic and glass string insulators units and insulator strings and sets.*  
 SABS 1200-F: 1983, *Standardized specifications for civil engineering construction — Piling.* SABS 1200-G: 1982, *Standardized specifications for civil engineering construction — Concrete (structural).*  
 SABS 1200-HC: 1988, *Standardized specifications for civil engineering construction — Corrosion protection of structural steel work.*  
 SABS 0100 Part1: 1992, *The Structural use of Concrete: Part 1 Design*  
 SABS 0100 Part2: 1992, *The Structural use of Concrete: Part 2 Materials and execution of work*  
 SABS 0120-3-HC: 1988, *Code of practice for use with standardized specification for civil engineering construction and contract documents — Part 3: Guidance for design.*  
 SABS 0162-1:1993, *The structural use of steel — Part 1: Limit-states design of hot-rolled steelwork.*  
 SABS 0162-2:1993, *The structural use of steel — Part 2: Limit-states design of cold-formed steelwork.*  
 SABS 0162-3:1993, *The structural use of steel — Part 3: Allowable stress design steelwork.* Amendment No. 3: May 1993.  
 SABS 1019:1985, *Standard voltages, currents and insulation levels for electricity supply.*  
 SABS 0280:1998, *Code of practice for overhead power lines for conditions prevailing in South Africa*

ASCE Report 52. Lattice Structures

ASCE Report 72 Steel Poles

### **5.20.6 Eskom standards/specifications**

TRMSCAAC1: *Transmission line towers and line construction.*

ESKASAAN0: *Standard for the labelling of high voltage equipment.* SCSASABL1: *High Voltage lines Section 3 Insulators*

SCSSCAAG9: *Outdoor post and long rod insulators for new and refurbished power lines up to 132 kV*

SCSASABF9: *Section 6 Earthing of sub transmission line structures.*

SCSASABK8: *Soil Compaction standard*

TRMASAAJ7: *Earthing of transmission line towers*

## **5.21 Material specification**

### **5.21.1 Standard Specification**

The Conductor, poles and other electrical material shall comply with Eskom specifications.

### **5.21.2 Insulators**

### **5.21.3 Standard Specification**

The insulators shall comply with all relevant Eskom specification.

## **5.22 Earthing**

### **5.22.1 Standard Specification**

The testing of structure earthing will be according to relevant Eskom specification

## **5.23 Overhead line poles**

### **5.23.1 Scope**

This specification covers wooden poles for use in power lines construction.

## **5.24 Clearances**

### **5.24.1 Standard Specification**

The clearances will be according to OHS Act and relevant specification.

## **5.25 Supplementary Specifications**

### **5.25.1 Bolts, nuts and washers**

All bolts, nuts and washers shall be manufactured of material as specified in SANS 136 and SANS 1431. It shall be protected against corrosion by HD Galvanising in accordance with SANS 121.

### **5.25.2 Steel brackets and stay materials**

All steel brackets material shall be in accordance with SANS 1431 and shall be corrosion protected in accordance with SANS 121.

## **5.26 Labour specification**

### **5.26.1 Scope**

This Part covers the transport of material and the complete erection, commission and handing over.

### **5.26.2 Code of practice**

This installation shall be constructed in accordance with the requirements laid down by "Fetakgomo Tubatse Municipality Standard", or if not specified by the Eskom standard, which is available on request.

### **5.26.3 Notice and precautions**

- 5.26.3.1 The Contractor shall issue all notices and make the necessary arrangements with Fetakgomo Tubatse Municipality, other Supply Authorities, the Postmaster-General, S.A. Transport Services, Provincial or National Road Authorities and other authorities as may be required with respect to the installation of overhead lines.
- 5.26.3.2 The Contractor shall take all the necessary precautions and provide the necessary warning signs and/or lights to ensure that the public and/or employees are not endangered.
- 5.26.3.3 The Contractor shall acquaint himself with the position of all existing services and infrastructure prior to the commencing of installation.
- 5.26.3.4 The Contractor will be held responsible for damage to any existing services brought to his attention by the relevant authorities and will be responsible for the cost of repairs.

## **5.27 Pegging the route**

- 5.27.1 The Contractor shall peg out the pole positions for the overhead line. The route shall be inspected by the Engineer's before the Contractor commences with the work.
- 5.27.2 Should the proposed position of poles appear unsatisfactory due to obstructions, poor soil conditions, rock, etc., the Engineer shall be consulted and a ruling obtained.
- 5.27.3 The Engineer reserves the right to alter the line route at any time prior to the installation of the overhead wires. Payment in respect of any additional or wasted work involved shall be at the documented rates.
- 5.27.4 The removal of obstructions along the route shall be subject to the approval of the Engineer.

## **5.28 Excavation**

- 5.28.1 High voltage lines involve either drilled or manual excavations. Regulation R13 of the OHS Act states that no person shall work under unsupported overhanging material, or in an excavation which is more than 1,5 m deep and which has not been adequately shored or braced if there is a danger or the overhanging material or the sides of the excavation collapsing.
- 5.28.2 No workmen should be permitted into a drilled hole.
- 5.28.3 Holes for the planting of poles must be taken down to the full depth indicated on the drawings, this depth being measured from a horizontal line passing through the centre peg at ground level.
- 5.28.4 The bottoms of all excavations must be cleared of loose soil so that the butt end of the poles

will be resting on undisturbed soil.

- 5.28.5 The Contractor shall, before excavation commences, familiarise himself with the routes and site conditions and the procedure an order of doing the work shall be planned in conjunction with the general construction programme for other services and building requirements.
- 5.28.6 Crossing of any services of all other authorities will be coordinated with the Engineer or Client in collaboration with the authority concerned by the Contractor.
- 5.28.7 The Contractor shall liaise with the various authorities well in advance regarding the intended dates, times and expected duration of the crossing operation and obtain their approval of the programme and method of operation before commencing with the work.
- 5.28.8 The Tenderer shall base his prices for excavation on the following definitions of the various types of ground.
- 5.28.9 Hard rock: Will be held to be under composed boulder each exceeding a nominal diameter of 1m and solid rock in bulk or banks or ledges, the practicable excavation of which would necessitate the use of explosives and or drilling and wedging.
- 5.28.10 Soft Rock (Hard Material) : Will be held to be material other than rock, the excavation of which would be economically impracticable if executed by pick and shovel. Hard material can only be excavated by either pneumatic tools or mechanical ripper. Hard material shall include soil with loose boulder with nominal diameters between 300mm and 1m.
- 5.28.11 Pickable Material: Will be held to be material more easily excavated and not falling into the categories of "rock" or "hard material" such as gravel, earth, turf, scale, sand, silt and clay.
- 5.28.12 If any stage a disagreement in the classification of excavated material exists between the Engineer or his representative and the Contractor, a third party shall be mutually agreed upon and the decision of this third party shall be obtained and shall be final.
- 5.28.13 The Contractor shall acquaint himself with the nature of the material to be excavated for the Works before submitting his tender and the submission of a tender shall be deemed to be an acknowledgement by him that he has done so.
- 5.28.14 No guarantee is given or implied that blasting shall not be required, but should this method of removal be necessary and permitted by the Engineer or Client then the Contractor shall take all responsibilities and observe all conditions set forth in Government and Local Authority regulations.
- 5.28.15 The Contractor shall provide all pumps and equipment required to remove accumulated water from trenches. Water or any other liquid removed shall be disposed of without any nuisance or hazard.
- 5.28.16 Power driven mechanical excavators may be used provided that they are not used in close proximity to other plant liable to be damaged by the use of such machinery. Their use along sections of the route must in each case be approved by the Engineer. Should the excavator produce trenches that exceed the required dimensions, payment based on volumetric excavation rates will be calculated on the required dimensions only.

## **5.29 Delivery of structures**

To be included into price schedule.

### **5.29.1 Poles**

- 5.29.1 Poles should not be delivered to actual construction (route) position until pegs are in place and spanning plans are available. Poles should be delivered to peg positions as soon after placing the pegs as possible. This generally will prevent pegs from being lost due to vandalism. Before embarking on the delivery of poles to peg, a delivery schedule should be

prepared.

5.29.2 The loading of poles should suit the delivery schedule

5.29.3 An appropriate crane should be used to off-load and construct the structures.

5.29.4 The pole should be placed in the correct position on the ground to suit the assembly and erection without further movement. To do this the delivery team must be familiar with the assembly and erection methods to be employed. A block should be left beneath the top end of the pole to facilitate assembly. Small wood off-cuts can be used, as can pieces of the separators that usually come with the poles loaded onto transport trucks.

5.29.5 At no time during the above operation is any person in danger of injury due to pole movement.

### **5.30 Conductors**

The delivery of conductors to site should only commence after proper planning. This planning should commence during the survey of the route when attention should be paid to the nature of the ground and the position of suitable access roads.

### **5.31 Assembly of structures**

#### **5.31.1 Poles**

5.31.1 The assembly of a structure is a very important operation which requires great care and neatness.

5.31.2 The safety of the line, the safety of above-ground workmen and the appearance of the line depends to a large extent on the quality of the work produced by the assembly team.

#### **5.32 Stays**

5.32.1 To reduce the cost of the design, some steel strain structures were designed with stays. These should be assembled rightly to the structures.

### **5.33 Insulators and hardware**

5.33.1 Insulators and hardware shall be secured to the structures. Provide detail drawings indicating the arrangements.

### **5.34 Erection of structures**

#### **5.34.1 Poles**

5.34.1.1 The appropriate crane should be use for the erection of the structures.

#### **5.34.2 Conductors**

5.34.2.1 The appearance of the pole and the subsequent reliability of the system will depend to a great extent on the proper erection of the conductors.

#### **5.34.3 Running out and stringing**

5.34.3.1 For the purpose of stringing conductors, it is necessary to know the conductor temperature at which stringing will take place, in order to obtain correct information from "stringing charts" or computerised sag and tension data, which will be supplied by the design engineer when required. It is essential that conductor temperature and not ambient temperature is measured.

5.343.2 A decision should have been taken as to how the conductors are to be run out.

#### **5.34.4 Tensioning and sagging**

- 5.34.4.1 The tensioning of conductors is an aspect that deserves a great deal of attention, in particular with recent design changes which have resulted in higher tensions.
- 5.34.4.2 Tensioning and sagging of conductors shall be made by means of suitable dynamometer, sighting rods or other approved apparatus. The dynamometer must be checked and calibrated on a regular basis.

#### **5.35 Clearing up after construction**

- 5.35.1 Particular attention shall be paid to the clearing of all cut-off lengths of stay wires, conductors and earth wires, plus excess hardware, insulators, crates and other foreign materials to obviate the danger to grazing animals and to promote general tidiness and good relations with the landowner.
- 5.35.2 At campsites all toilets and other refuse shall be emptied into pits which shall be filled immediately.
- 5.35.3 All temporary huts, fences, etc. shall be removed and the ground cleared.

#### **5.36 Marking/labelling/documentation**

##### **5.36.1 Marking/Labeling**

- 5.36.1.1 All poles shall be marked with an identification label to distinguish each pole in the system.
- 5.36.1.2 All statutory labels, such as the electrical danger sign (SANS 1186) shall be attached to the appropriate poles.



## **C6: EPWP GUIDELINES**

The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of section 50 of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice R949 in Government Gazette 9745 of 4 May 2012, 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.

### **Introduction**

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.
- 1.2 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 EPWP;
  - (c) "worker" means any person working in an elementary occupation on a EPWP;
  - (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 EPWP;
  - (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.

### **C6.1: TERMS OF WORK**

- 6.1.1 Workers on EPWP are employed on a temporary basis or contract basis.

### **C6.2: NORMAL WORKING HOURS**

- 6.2.1 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.

- 6.2.2 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.
- 6.2.3 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.

**C6.3: MEAL BREAKS**

- 6.3.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 6.3.2 An employer and worker may agree on longer meal breaks.
- 6.3.3 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.
- 6.3.4 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.

**C6.4: SPECIAL CONDITIONS FOR SECURITY GUARDS**

- 6.4.1 A security may work up to 55 hours per week and up to eleven hours per day.
- 6.4.2. 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.

**C6.5: DAILY REST PERIOD**

Every worker is entitled to a daily rest period of at least twelve 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.

**C6.6: 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").

**C6.7: WORK ON SUNDAYS & PUBLIC HOLIDAYS**

- 6.7.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 6.7.2 A task-rated worker who works on a public holiday/Sunday 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.
- 6.7.3 A time-rated worker who works on a public holiday/Sunday 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

## **C6.8: SICK LEAVE**

- 6.8.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 6.8.2 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.
- 6.8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 6.8.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 6.8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 6.8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 6.8.7 An employer must pay a worker sick pay on the worker's usual payday.
- 6.8.8 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.
  
- 6.8.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- 6.8.10 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.

## **C6.9: MATERNITY LEAVE**

- 6.9.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 6.9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 6.9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 6.9.4 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.
- 6.9.5 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.
- 6.9.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a still-born child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

## **C6.10: FAMILY RESPONSIBILITY**

- 6.10.1 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.

#### **C6.11: STATEMENT OF CONDITIONS**

- 6.11.1 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 EPWP;
  - (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 EPWP.
- 6.11.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 6.11.3 An employer must supply each worker with a copy of these conditions of employment.

#### **C6.12: KEEPING RECORDS**

- 6.12.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
  - (b) Copy of an acceptable worker identification
    - (c) in the case of a task-rated worker, the number of tasks completed by the worker;
    - (d) in the case of a time-rated worker, the time worked by the worker;
    - (e) Payments made to each worker.
- 6.12.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

#### **C6.13: PAYMENT**

- 6.13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 6.13.2 A worker may not be paid less than the minimum EPWP rate of R70.59 per day or per task. This will be adjusted annually on the 1<sup>st</sup> November in line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation.
- 6.13.3 A task-rated worker will only be paid for tasks that have been completed.
- 6.13.4 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.
- 6.13.5 A time-rated worker will be paid at the end of each month.
- 6.13.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 6.13.7 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.
- 6.13.8 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.
- 6.13.9 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
- 6.13.10 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.

#### **C6.14: DEDUCTIONS**

- 6.14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 6.14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 6.14.3 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.
- 6.14.4 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.

#### **C6.15: HEALTH AND SAFETY**

- 6.15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 6.15.2 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 EPWP;
  - (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.

#### **C6.16: COMPESATION FOR INJURIES AND DISEASES**

- 6.16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 6.16.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 6.16.3 The employer must report the accident or disease to the Compensation Commissioner.
- 6.16.4 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.

#### **C6.17: TERMINATION**

- 6.17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 6.17.2 A worker will not receive severance pay on termination.
- 6.17.3 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.

6.17.4 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.

6.17.5. 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 is available.

#### **C6.18: CERTIFICATE OF SERVICE**

6.18.1 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 EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

**15 NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

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

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

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

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

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



the intended penalty as not objected against and may impose it on the supplier.

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

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

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

- 29. Governing language**
- (b) aggregate liability of

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

- 30. Applicable law**

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

- 31. Notices**

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

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

- 32. Taxes and duties**

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

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

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

**33. National Industrial Participation (NIP) Programme**

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

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