



FETAKGOMO TUBATSE MUNICIPALITY

ELECTRIFICATION OF 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

TENDER NO. FTM/T12/23/24

CLOSING DATE: 13 February 2024

TIME: 12H00

FETAKGOMO TUBATSE MUNICIPALITY

P.O. Box 206
Burgersfort
1150



Contact Name: **RK Dikgale**
Tel: (013) 231 1165
Email: rkdikgale@ftlm.gov.za

RELIANT CONSULTING

PostNet Suite
Private Bag X9676
Polokwane
0700



Contact Name: **Victor Mushava**
Tel: 015 880 1749
Email: admin@reliantconsulting.co.za

Tenderer

CSD No. Municipal Vendor No.

CIDB Registration Number:..... CIDB Grade:.....

Total price inclusive of Value Added Tax: R

Amount in Words.....



FETAKGOMO TUBATSE MUNICIPALITY
ELECTRIFICATION OF 551 HOUSEHOLDS
BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

Contents

Number | Heading

The Tender

Part T1: Tendering procedures

T1.1 | Tender Notice and Invitation to Tender (White)

T1.2 | Tender Data (Pink)

Part T2: Returnable documents

T2.1 | List of Returnable Documents (Blue)

T2.2 | Returnable Schedules (Blue)

The Contract

Part C1: Agreement and Contract Data

C1.1 | Form of Offer and Acceptance (Yellow)

C1.2 | Contract Data (Yellow)

Part C2: Pricing data

C2.1 | Pricing Instructions (Yellow)

C2.2 | Activity Schedule or Bills of Quantities (Yellow)

Part C3: Scope of Work

C3 | Scope of Work (White)

Part C4: Site information

C4 | Site Information

Part C5: Detail specification and standard technical requirements (White)

C5 | Specifications and Standard Technical Requirements

Part C6: Drawings (White)

C6 | Drawings

Part C7: EPWP Guidelines (White)

C7 | Minister's Declaration

TENDERING PROCEDURES

TABLE OF CONTENTS		Page	Colour
T1.1:	TENDER NOTICE AND INVITATION TO TENDER.....	T.2	White
T1.2:	TENDER DATA.....	T.4	Pink
	T1.2.1: Tender Data (<i>applicable to this tender</i>).....	T.15	Pink

T1.1: TENDER NOTICE AND INVITATION TO TENDER**TENDER NO. FTM/T12/23/24**

Tenders are hereby invited from Electrical Engineering Contractors with a CIDB grading of **7EP or Higher** for the **ELECTRIFICATION OF 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION UNDER FETAKGOMO TUBATSE MUNICIPALITY.**

The Tender Documents will be available from **08h00 to 16h30** from the 29th of January 2024 at Finance Department Office of Fetakgomo Tubatse Local Municipality during office hours and upon payment of a non-refundable tender levy of **R500** per document. Only bank guaranteed cheques or cash will be accepted. The tender document can also be downloaded for free from the e-tenders portal and the municipality's website.

Duly completed tenders must be sealed in an envelope clearly marked: **"THE MUNICIPAL MANAGER, FETAKGOMO TUBATSE MUNICIPALITY, TENDER NO. FTM/T12/23/24: ELECTRIFICATION OF 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION CLOSING DATE: 13 February 2024 AT 12H00**, sealed bids must be placed in the tender box at **FETAKGOMO TUBATSE MUNICIPALITY** offices, situated at ground Floor reception, 1 Kastania Street, Burgersfort, 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 65% in order to proceed to the second stage. Second stage will be evaluated using Method 2: Financial offer (90 points) and Preferences (10 points) for Specific Goals

Technical Enquiries – **R. Dikgale**: (013) 231 1165
SCM Enquiries – **T. Mavhona**: Tel: : (013) 231 1165

MUNICIPAL MANAGER
MAKGATA MJ

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 : Reliant Consulting
Address: Postnet Suite
Private Bag X9676
Polokwane
0700
Fauna Park

Telephone 015 880 1749

E-mail address : admin@reliantconsulting.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 **7 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

None

Fetakgomo Tubatse Local Municipality

Name: Ranti Dikgale
Telephone No: (013) 231 1165
e-mail address: rkdikgale@ftlm.org.za

Reliant Consulting

Name: Victor Mushava
Telephone No: 015 880 1749
E-mail address: admin@reliantconsulting.co.za

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

F2.13 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 13 February 2024.**

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

F.2.16 Tender validity

The Tender Offer validity period is **120 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: **13 February 2024**

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.

EVALUATION PROCESS AND CRITERIA:

Evaluation of all bids received on time at the closing date will be evaluated in the following three phases.

- A) Phase 1: Administrative Compliance and
- B) Phase 2: Evaluation of Functionality,
- C) Phase 3: Pricing and Specific goal - Nationally within RSAThe

bidders who score less than 65% on functionality will be disqualified.

PART 3. COMPULSORY RETURNABLE REQUIREMENTS:

A bid not complying with the peremptory requirements stated above will be regarded as “non- Responsive”, and as such will be disqualified. “Responsive” means any bid which, in all respects, complies with the conditions of the specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Regulations of 2022, terms of which provision is made for this policy.

First stage – Compliance to administrative requirements

Document filled in with a black pen.

Bidders will be evaluated on the following administration compliance:

- Compliant tax status (the Municipality will verify tax compliance during adjudicationstage).
- Proof of funds availability either overdraft facility or cash in the bank. Confirmation letter from the bank or financier must be attached which stipulated minimum of R10 Million (Please note that the municipality reserve the right to verify the attached proof of funds letter)
- Signed by all directors/partners Power of attorney / authority for signatory of JV both company to sign.
- CIDB Grading of 7 EP or Higher or Higher certificates relevant for the bid (if JV, forBoth).
- Proof of Registration as an Electrical Contractor with Department of Labour.
- Certified Installation Electrician or Master Electrician License Personnel for the company.
- Form of offer Completed in figures and words.
- All pages of the tender document must be initialized by the tenderer.
- Submission of Preliminary Programme of Works.
- Certified copies of company registration document (CK) (If JV, for both).
- Certified ID Copies of all directors/members/shareholders of company/business/ (IfJV, for Both).
- Proof of maintaining a business bank accounts or original cancelled cheque or originally Stamped bank confirmation (If JV, a joint venture business account shouldbe provided).
- Signed and initialized the JV Agreement stipulating the lead partner.

-
- Letter of Good Standing with Compensation Commission (Compensation for Injuries and Disease Act)
 - An Occupational Health and Safety Plan must be attached.
 - Latest 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 (90 days) for the company & directors. Please note the following.
 - a) If staying in a non-rate-able area, please attach letter from the Tribal Authority/Chief or Headman or SAPS Sworn Affidavit or Municipal proof of residence.
 - b) If the business is operated from the residence of the director, please attach the director's rates supported by sworn affidavit stating the address of the business premises.
 - c) If you are renting, attach a valid signed lease agreement.
 - Price amendment without signature in the bills of quantity will result in disqualification.
 - ALL MBD forms must be fully form (MBD 04 ,6.1, 5, 08 AND 09).
 - Alteration to the bid document will amount to disqualification.

Pricing and Specific goal 90/10

preference point system. Price = (90)

Specific goal - Nationally with the RSA = (10) - Address on the company registration document (CK) or Municipal rates/ proof residence

Second stage – Evaluation of functionality:

Responsive tenders will then be evaluated on functionality. The minimum score for functionality is 65%, 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 UNDERGROUND ELECTRICAL MV & LV RETICULATION PROJECTS COMPLETED**

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

	TARGETED GOAL Previous projects involving underground reticulation	POINT ALLOCATION	MAXIMUM POINT
1	No information provided or information is not relevant to project objectives	0	60
2	1 similar electrical MV& LV underground reticulation project	10	
	1 to 2 similar electrical MV& LV underground reticulation projects	20	
3	2 to 3 similar electrical MV& LV underground reticulation projects	30	
	3 to 4 similar electrical MV& LV underground reticulation projects	40	
	4 to 5 similar electrical MV& LV underground reticulation projects	50	
4	more 5 similar electrical MV& LV underground reticulation projects	60	

N.B: Proof of verifiable references of previous completed projects (appointment letters and completion certificates) with contact details in the form of certified 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.

TABLE A2: BANKING RATING

	TARGETED GOAL Financial Reference	POINT ALLOCATION	MAXIMUM POINT
1	No information provided or information is not relevant to project objectives	0	10
2	Rating of C or Lower	5	
3	Rating of B	8	
4	Rating of A	10	

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. (Failure to submit proof of the bank rating from the relevant bank will result in the bidder getting zero points)

TABLE A3: KNOWLEDGE AND EXPERIENCE OF KEY STAFF

Bidders must complete T2.1 Form G (Knowledge and Experience of Key Personnel) on page T33 of T2.1 and must be attached to this bid document and must clearly indicate Underground Reticulation construction experience, project description, duration, and contactable reference. **NB:** (Failure to complete T2.1 Form G and submitting certified copies will result in the getting zero points). Key personnel must be unencumbered, available full time and unique to this project.

	TARGETED GOAL Experience of Key Personnel	POINT ALLOCATION	MAXIMUM POINT
1	No information provided or information is not relevant to project objectives	0	20
2	Construction Manager	10	
3	Site Agent	7	
4	Safety Officer	3	

FUNCTIONALITY SCORING ASSESSMENT CRITERIA

COMPANY EXPERIENCE	KEY PERSONNEL EXPERIENCE	PLANT & EQUIPMENT	BANK RATING
(MAX 60 POINTS)	(MAX 20 POINTS)	(MAX 10 POINTS)	(MAX 10 POINTS)
<p>Failure to submit required FINAL COMPLETION CERTIFICATE will result in the bidder getting zero points.</p> <p>NB: Completion certificates must be signed by all parties namely: the employer, Engineer and the contractor (certificates that is not signed by ALL relevant parties will result in the bidder forfeiting points)</p>	<p>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.</p> <p>NB: (Failure to complete T2.3 Form and submit certified copies will result in the getting zero points)</p> <p>Key personnel must be unencumbered, available full time and unique to this project</p>	<p>BIDDERS must complete form T2.1D. 1E: Schedule of (Plant & Equipment)</p> <p>(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)</p>	<p>(Failure to submit proof of the bank rating from the relevant bank will result in the bidder getting zero points)</p>
<p>Completed projects with final completion certificates will be assessed as follows:</p> <p style="background-color: #ffff00;">(Max 60 points)</p> <ul style="list-style-type: none"> ➤ 5 or more project completed = 60 points ➤ 4-5 projects completed = 50 points ➤ 3-4 projects completed..... 40 ➤ 2-3 projects completed..... 30 ➤ 1-2 projects completed..... 20 ➤ 0-1 project completed..... 10 	<p>CONSTRUCTION MANAGER: must be permanently based on site for the duration of a project. A Construction Manager with a BSc/BTech degree in Electrical Engineering and experience in underground reticulation. The experience before and after professional registration, will be assessed as follows:</p> <p style="background-color: #ffff00;">(MAX 10 Points)</p> <p>EXPERIENCE:</p> <ul style="list-style-type: none"> ➤ 5 or more years' experience in Electrical Engineering (10 points degree) ➤ 3- and 4-years' experience in Electrical Engineering (5 points) ➤ Less than 3 years in Electrical Engineering (3 points) <p>SITE AGENT: with at least an undergraduate degree OR diploma qualification in Electrical Engineering must be permanently based on the site for the duration of the project. The site Agent with Electrical Engineering experience, before or after qualification will be assessed as follows: (Attach certified copies of academic qualifications.</p> <p style="background-color: #ffff00;">(MAX 7 POINTS)</p> <p>EXPERIENCE:</p> <ul style="list-style-type: none"> ➤ 5 or more years' experience in underground reticulation projects (7 Points) ➤ 3- and 4-years' experience in underground reticulation projects (5 points) ➤ Less than 3 years' experience in underground reticulation projects (2 Points) <p>SAFETY OFFICER: registered as a construction health and safety officer with SAMTRAC with a minimum diploma qualification must be permanently based on the site for the duration of a project. The safety officer with electrical construction experience before and after professional registration, will be assessed based on the following:</p> <p style="background-color: #ffff00;">(MAX 3 Points)</p> <p>EXPERIENCE:</p> <ul style="list-style-type: none"> ➤ Registered with council SACPCMP / SAMTRAC (2 Points) ➤ 3 Years or above experience (1 Point) 	<p style="background-color: #ffff00;">(Max 10 points)</p> <ul style="list-style-type: none"> ➤ 9-14 Ton Crane Truck : 4 Points ➤ 1- Tonner LDVs : 2 Points ➤ TLB/Excavator : 4 Points 	<p style="background-color: #ffff00;">(Max 10 points)</p> <ul style="list-style-type: none"> ➤ Rating A: 10 Points ➤ Rating B: 8 Points ➤ Rating C: 5 Points

N.B:**▪ Construction Manager**

Must be permanently based on site for the duration of the project. A Construction Manager with Electrical Engineering Experience, before and after professional registration, will be assessed as follows:

- ...Must have a minimum of NQF level 6 qualification in Electrical Engineering
- ...Must have more than 3 years working experience in Electrical Field.
- ...The Construction Manager point scoring will be as follows:
 - 05 Years or More Experience in Electrical Engineering (10 points degree)
 - 03- and 04-years' experience in Electrical Engineering (5 points)
 - Less than 3 years after obtaining certificate or equivalent in Electrical Engineering

▪ Site Agent

Should possess at least an undergraduate degree OR diploma qualification in Electrical Engineering and must be permanently based on the site for the duration of the project. The site Agent with Electrical Engineering experience before or after qualification, will be assessed as follows:

- ...Must have a minimum of NQF level 4 qualification in Electrical Engineering
- ...Must have more than 3 years working experience in Electrical Field
- ...The Site Agent point scoring will be as follows:
 - 05 Years or more experience in electrical engineering (7 Points)
 - 03 and 4 years in electrical engineering (5 points)
 - Less than 3 Year experience in Electrical Engineering (2 Points)

▪ Safety Officer

Should be registered as a construction health and safety officer with SACPCMP with a minimum diploma qualification must be permanently based on the site for the duration of a project. The safety officer with electrification experience before and after professional registration, will be assessed base on the following:

- ...Must have a minimum of NQF level 5 qualification in Occupational Health and safety or equivalent qualification
- ...Must have more than 3 years working experience in Electrical Field
- ...The Safety Officer point scoring will be as follows:
 - Registered with council SACPCMP or/and SAMTRAC (2 Points)
 - 3 Years or above experience (1 Point)

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 zero points.

TABLE A4: PLANT AND EQUIPMENT

BIDDERS must complete T2.1 Form K: Schedule of Plant & Equipment on. (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).

	TARGETED GOAL Plant equipment owned or to be leased for the project	POINT ALLOCATION	MAXIMUM POINTS
1	1x 9-14 Ton Crane Truck	4	10
2	1- Tonner LDVs	2	
3	1 x Excavator/TLB	4	

N.B: Proof of plant and equipment ownership in the form of copies must be attached and must be owned by the bidding company or owned by one of Directors. Proof of plant and equipment commitment letters from the leasing or hiring company that commits the availability for the execution of the project should be attached as well if plant is not owned. Failure to provide this shall warrant claiming zero points.

The minimum score required for functionality is **65%**, and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 90/10 preference point system

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: 90 maximum points

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

Where:

- Nfo = number of tender evaluation points awarded for the financial offer;
 - W1 = 90/10 preference point system above 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 (Specific Goals), maximum 10 points will be allocated as follows:

Tenderers are required to submit proof of locality for the business operating address in the form of Municipal rates and taxes /proof of residence.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises located Nationally - within RSA	10	N/A		N/A

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 551 HOUSEHOLDS
BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

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
- 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 7 EP or Higher or Higher registration certificate
- Q: Specific Goals

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*).....

..... 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.

ADD. No.	DATE	TITLE OR DETAILS
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.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

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

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

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 Noand 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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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 points as per the functionality scoring assessment criteria.

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:

H. CURRICULUM VITAE FORMAT OF KEY PERSONNEL

CV of key personnel to follow this format.
CV of Construction Manager, Site Manager and Safety Officer are required for full points, see T.9 of T.59 for full breakdown of requirements

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service: last 4 major electrical construction projects managed:</u>		

Certification:

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

.....
Signature of person named in the schedule

.....
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.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
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

	TARGETED GOAL Previous projects involving electrification projects	POINT ALLOCATION	MAXIMUM POINT
1	No information provided or information is not relevant to project objectives	0	10
2	Rating of D or Lower	5	
3	Rating of C	8	
4	Rating of A	10	

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.

[Certified Copy of the Bank Rating Letter thereof obtained from the relevant banking institution to be inserted here]

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.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE]
(IN RESPECT OF TENDER)

1. NAME OF TAXPAYER/TENDERER:																					
2. TRADE NAME:																					
3. IDENTIFICATION No. (if applicable)	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
4. COMPANY/CLOSE CORPORATION REG No. :	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
5. INCOME TAX REFERENCE No. :	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
6. VAT REGISTRATION No. :	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
7. PAYE EMPLOYERS REG No. (if applicable) :	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					
NB: Copy of the tender request must be attached to this application.																						
CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:																						
SIGNATURE:																						
NAME :																						
TELEPHONE NUMBER :	CODE: NUMBER:																					
ADDRESS :																					
DATE :	2024/ /																					
Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.																						
NAME OF PERSON RESPONSIBLE FOR CONTRACT :																						

(ST 5.1) March 1999

NB: This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).

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 the Electrical Engineering class of construction works. Tenderers should have a CIDB contractor grading designation of 7 EP or Higher.

Q. SPECIFIC GOALS

A maximum 10 points will be allocated as follows:

Tenderers are required to submit proof of locality for the business operating address in the form of Municipal rates and taxes /proof of residence.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises located Nationally - within RSA	10	N/A		N/A

R. EXECUTION PROGRAMME

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

The Execution Programme must be based on the completion time as specified in the Contract Data.

PLEASE NOTE: the cashflow projections from the contractor (to be submitted before commencement of the execution of the contract) must be in accordance with this execution plan in order to ensure proper cashflow management by the Municipality and to minimise delayed payments.

PROGRAMME

ACTIVITY	WEEKS / MONTHS											

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

DATE:

S. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

(* = delete whatever is not applicable)

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(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:

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

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

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

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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

DECLARATION

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

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

MBD 5

DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

**FOR ALL PROCUREMENT EXPECTED TO EXCEED R10 MILLION (VAT INCLUDED),
BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:**

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

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

.....

YES/NO

.....

.....

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

YES/NO

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

2.2 If yes, provide particulars.

.....

.....

.....

3 Has any contract been awarded to you by organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES/NO

3.1 if yes, furnish

.....

.....

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

YES/NO

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)
FOR ALL PROCUREMENT EXPECTED TO EXCEED R10 MILLION (VAT INCLUDED), BIDDERS MUST
COMPLETE THE FOLLOWING QUESTIONNAIRE:**

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 if yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

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

.....

.....

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

YES/NO

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

.....

.....

.....

- 3 Has any contract been awarded to you by organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES/NO

 - 3.1 if yes, furnish

.....

.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) **90/10 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 (1 - (Pt - Pmin) / Pmin)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises located Nationally - within RSA	10	N/A		N/A

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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 (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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 consortium³ will not be construed as collusive bidding.

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

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

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

Signature	Date
Position	Name of Bidder

FETAKGOMO TUBATSE MUNICIPALITY
ELECTRIFICATION OF 551 HOUSEHOLDS
BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

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

C6: DRAWINGS

C7: EPWP GUIDELINES

FETAKGOMO TUBATSE MUNICIPALITY

ELECTRIFICATION OF 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

TABLE OF CONTENTS

C1: AGREEMENTS AND CONTRACT DATA (YELLOW COLOUR)

C1.1: FORM OF OFFER AND ACCEPTANCE

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 1993

C2: PRICING DATA (YELLOW COLOUR)

C2.1: PRICING INSTRUCTIONS

C2.2: BILL OF QUANTITIES

C3: SCOPE OF WORK (BLUE COLOUR)

C3.1: STANDARD SPECIFICATIONS

C3.2: PROJECT SPECIFICATIONS

C3.3: PARTICULAR SPECIFICATIONS

C 4: SITE INFORMATION (WHITE COLOUR)

C4.1: LOCALITY PLAN

C5: DETAIL SPECIFICATION AND STANDARD TECHNICAL REQUIREMENTS (WHITE COLOUR)

C6: DRAWINGS

C7: EPWP GUIDELINES (GREEN COLOUR)

C6.1: MINISTER'S DECLARATION

FETAKGOMO TUBATSE MUNICIPALITY

ELECTRIFICATION OF 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

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: CONTRACT: **FTM/T12/23/24: ELECTRIFICATION OF 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION.**

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

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

.....

Schedule of Deviations

- 1 Subject
- Details
-
-
-
- 2 Subject
- Details
-
-
-
- 3 Subject
- Details
-
-
-

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

FETAKGOMO TUBATSE MUNICIPALITY

ELECTRIFICATION OF 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

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

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works –2015 3rd 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 2015 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 2015 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 2015, 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 Eight (8) Months including special non-working days and the year-end break.		
Clause 1.1.1.15:	Name of Employer: FETAKGOMO TUBATSE MUNICIPALITY		
Clause 1.1.1.15:	The Pricing strategy is Re-measurement Contract.		
Clause 1.2.1.2:	Address of Employer: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"><u>Physical:</u> 1 Kastania Street Fetakgomo Tubatse Burgersfort 1150 E-mail: rkdikgale@ftlm.gov.za Telephone No: (013) 231 1165</td> <td style="width: 50%; vertical-align: top;"><u>Postal:</u> P.O Box 206 Burgersfort 1150</td> </tr> </table>	<u>Physical:</u> 1 Kastania Street Fetakgomo Tubatse Burgersfort 1150 E-mail: rkdikgale@ftlm.gov.za Telephone No: (013) 231 1165	<u>Postal:</u> P.O Box 206 Burgersfort 1150
<u>Physical:</u> 1 Kastania Street Fetakgomo Tubatse Burgersfort 1150 E-mail: rkdikgale@ftlm.gov.za Telephone No: (013) 231 1165	<u>Postal:</u> P.O Box 206 Burgersfort 1150		
Clause 1.1.1.16:	Name of Engineer: RELIANT CONSULTING		
Clause 1.2.1.2:	Address of Engineer: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"><u>Physical:</u> 140 Thabo Mbeki Street Fauna Park Polokwane 0700 E-Mail: admin@reliantconsulting.co.za Telephone No: 015 880 1749</td> <td style="width: 50%; vertical-align: top;"><u>Postal:</u> Postnet Suite 049 Private Bag X9676 Polokwane 0700</td> </tr> </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> 140 Thabo Mbeki Street Fauna Park Polokwane 0700 E-Mail: admin@reliantconsulting.co.za Telephone No: 015 880 1749	<u>Postal:</u> Postnet Suite 049 Private Bag X9676 Polokwane 0700
<u>Physical:</u> 140 Thabo Mbeki Street Fauna Park Polokwane 0700 E-Mail: admin@reliantconsulting.co.za Telephone No: 015 880 1749	<u>Postal:</u> Postnet Suite 049 Private Bag X9676 Polokwane 0700		
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 14 consecutive days.		

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER
Clause 5.8.1	<p>(1) Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:</p> <p>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.</p> <p>(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.</p>
Clause 5.12.2.3	<p>An extension of time due to abnormal rainfall shall be determined by means of the critical path method.</p> <p>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.</p>
Clause 5.13.1:	The penalty for failing to complete the whole of the Works is R5000 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 10%
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 5 000 000.00 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

Type of Security	
Cash deposit of 10% of the Contract Sum	Not Available
Performance guarantee of 10% of the Contract Sum	Yes
Retention of 10% of the value of the Works	Yes
Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works	Not Available
Performance guarantee of 5% of the Contract Sum plus retention of 10% of the value of the works	Not Available

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 1st 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: Reliant Consulting

“Works” means: Whole works involved in the ELECTRIFICATION OF 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION.

“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.

15.

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 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

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 ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -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 or 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 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

C2.2 Bills of Quantities

Summary

SUMMARY: ELECTRIFICATION OF BURGERSFORT EXT 54, 58, 71&72 INTERNAL RETICULATION		
Item	DESCRIPTION	AMOUNT
Bill-01	Preliminary and General	
Bill-02	MV Reticulation -EXT 54	
Bill-03	LV Reticulation - EXT 54	
Bill-04	MV Reticulation -EXT 58	
Bill-05	LV Reticulation - EXT 58	
Bill-06	MV Reticulation -EXT 71&72	
Bill-07	LV Reticulation - EXT 71&72	
	Sub- Total A	
	Contigencies (10%)	
	Sub- Total B	
	Add 15% VAT	
	Total inc VAT	

Preliminary& Generals- Bill 01

PRELIMINARY & GENERAL - ELECTRIFICATION OF BURGERSFORT EXT 54, 58, 71&72 INTERNAL RETICULATION						
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	AMOUNT
1.	Contract administrative requiremnts					
1,1	Insurance ,Health & Safety and Complying to the Conditions of Contract	Sum	1			
1,2	Surety & Guarantees	Sum	1			
1,3	Transportation	mnth	8			
1,4	Site contract manager	mnth	8			
2	Payment of CLO @ 6000,00 per month (Prov Sum)	mnth	8		R 6 000,00	R 48 000,00
3	Payment of Students (3) @ 4500 per month each (Pro Sum)	mnth	6		R 13 500,00	R 81 000,00
4	Payment of PSC Members (6) at R200 per sitting	mnth	6		R 1 200,00	R 7 200,00
5	SHE Representative	mnth	6			
6	Medical Surveillance	Sum	1			
7	EPWP Training (Prov. Amount)	Prov Sum	1		R 350 000,00	R 350 000,00
8	PPE for EPWP workers	Sum	1			
9	Payment of EPWP workers(15 per Extension) (Prov Sum)	mnth	6		R 198 000,00	R 1 188 000,00
10	Supply of site accommodation and erection of Contractor's camp inc. Security fence	Sum	1			
11	Supply of water, electricity and other service	mnth	8			
12	Provision of 24-hour security	mnth	8			
13	Setting out of works, location of existing suveryor pegs and detection of existing services' routes/damages prior to construction using detection technology	Sum	1			
14	Cleaning of site upon completion of contract	Sum	1			
15	Off-loading of material and equipment	Sum	1			
16	Working drawings and instruction manuals	Sum	1			
17	Test and commissioning of the complete installation and handing over to Client	Sum	1			
18	Supply and installation of notice board	e.a	1			
19	Site Meetings	mnth	6			
20	Supply and installation of all signs and notices	Sum	1			
21	Provision of as built drawings on completion	Sum	1			
22	Co-ordination with other contractors employed on site	Sum	1			
23	Reinstating of damaged existing services	Prov Sum	1		R 250 000,00	R 250 000,00
24	Liason with Eskom	Sum	1			
25	Engineer's Facilities	Prov Sum	1	R 350 000,00		R 350 000,00
	TOTAL CARRIED TO SUMMARY					

BOQ MV Reticulation Ext.54 -Bill 02

MV RETICULATION_EXT 54 INTERNAL RETICULATION						
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	AMOUNT
1	MINIATURE SUBSTATIONS					
	Supply, deliver to site and install, test and commission miniature substations complete with RMU fitted with IRTU as per Eskom standards. Miniature substation plinths to be cast and tested on site on site.					
1.1	Type B Minisub 315kVA 22/0.42kV Dyn 11	e.a	4			
1.2	Type B Minisub 500kVA 22/0.42kV Dyn 11	e.a	1			
1,3	RMU with 3x 630A Ring Cable Isolator	e.a	1			
1,4	RMU with 4x 630A Ring Cable Isolator	e.a	0			
1,6	MiniSub plinth & foundation	e.a	5			
1,7	RMU plinth & foundation	e.a	1			
1,8	Earthing of MiniSub complete as per detail	e.a	5			
2	MV RETICULATION					
	Supply, deliver to site and install 22kV 95mm sq x 3 core XLPE cable as specified					
2,1	22kV 95mm sq x 3 core XLPE cable	m	1900			
2,2	Indoor Termination kits 95mm sq 22kV cable, incl. making off and all sundries	ea	21			
3	CABLE SLEEVES; MARKING & LABELLING					
	Supply and install PVC sleeves at road crossings at 1,5m depth					
3,1	160mm diameter sleeve	m	200			
3,2	Cable marking tape	m	1900			
3,3	Cable markers - Concrete	ea	19			
3,4	MiniSub & RMU labels	ea	6			
3,5	MCB labels inside minisub (complete set)	ea	6			
4	EXCAVATION AND TRENCHING					
	Trenching , bedding, backfilling and compaction as specified for MV Cable 1100mm x 450mm wide					
4,1	Pickable ground	m ³	190			
4,2	Soft Rock	m ³	380			
4,3	Hard Rock	m ³	380			
4,4	Importation of Bedding material	m ³	380			
4,5	Importation of Backfilling material	m ³	380			
4,6	Backfilling & compaction	m ³	940			
4,7	Carting away unusable material	m ³	380			
5	MISCELLNEOUS					
5,1	MV Cable pressure test VLF	ea	7			
5,2	Horizontal drilling at road crossings 8m wide	ea	25			
	TOTAL CARRIED TO SUMMARY					

BOQ LV Reticulation Ext.54 -Bill 03

LV RETICULATION_EXT 54 INTERNAL RETICULATION						
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
1	LOW VOLTAGE CABLE					
	Supply, delivery to Site and Installation of the following Low Voltage Cable:					
1,1	95mm sq x 4 core (600/1000V PVC PVC SWA Copper)	m	800			
1,2	70mm sq x 4 core (600/1000V PVC PVC SWA Copper)	m	4800			
2	STRANDED COPPER EARTH WIRE					
	Supply, delivery to Site and Installation of the following BCE wire to run with LV cables					
2,1	70mm sq (With 95mm sq Cable)	m	800			
2,2	50mm sq (With 70mm sq Cable)	m	4800			
3	TERMINATIONS - LV CABLE					
	Supply of Indoor terminations including suitable Lugs and Glands for the LV Cable and Earth wire					
3,1	95mm sq x 4 core	e.a	15			
3,2	70mm sq x 4 core	e.a	138			
4	TERMINATIONS - STRANDED COPPER EARTH WIRE					
	Supply of Indoor terminations including suitable Lugs and Glands for the LV Cable and Earth wire					
4,1	50mm sq (With 70mm sq Cable)	e.a	15			
4,2	35mm sq (With 50mm sq Cable)	e.a	138			
5	LOW VOLTAGE DISTRIBUTION METERING KIOSKS - ESKOM STANDARDS					
	Supply, delivery to Site and Installation of the following Low Voltage Metering Kiosks Complete with phase busbar, neutral busbar ,earth busbar, N/E link , tube clamps & prewired to SANS End Sleeves/Shrunk End as per Eskom specification					
5,1	Metering Kiosk Box - 2 Way Single Phase	e.a	6			
5,2	Metering Kiosk Box - 4 Way Single Phase	e.a	38			
5,3	Metering Kiosk Box - 6 Way Single Phase	e.a	16			
5,4	Metering Kiosk Box - 8 Way Single Phase	e.a	1			
6	CABLE SLEEVES; MARKING & LABELLING					
	Supply and install PVC sleeves at road crossings at 1,5m depth					
6,1	110mm diameter sleeve	m	200			
6,2	Cable marking tape	m	5600			
6,3	Cable markers - Concrete	ea	112			
6,4	Kiosk Labels	ea	61			
6,5	MCB labels inside kiosk (complete set)	ea	61			
7	EXCAVATION AND TRENCHING					
	Trenching , bedding, backfilling and compaction as specified for LVCable 600mm x 450mm wide					
7,1	Pickable ground	m ³	1490			
7,2	Soft Rock	m ³	500			
7,3	Hard Rock	m ³	500			
7,4	Importation of Bedding material	m ³	500			
7,5	Importation of Backfilling material	m ³	500			
7,6	Backfilling & compaction	m ³	2480			
7,7	Carting away unusable material	m ³	1000			
	TOTAL CARRIED FORWARD					

	TOTAL BROUGHT FORWARD					
8	CIRCUIT BREAKERS					
	Supply, delivery to Site and Installation of Non Adjustable 25KA Circuit Breaker					
8,1	250A, 3PH	e.a	15			
8,2	200A,3PH	e.a	138			
9	HOUSE CONNECTION					
9,1	Conlog Prepayment PLC Meters and remote	e.a	233			
9,2	2.5mm sq Draw wire	m	1400			
9,3	Provision for cable indicator peg on burried draw wire	e.a	233			
9,4	Allow for 50mm diameter Sleeve/Conduit	m	1400			
10	STREETLIGHTS					
	For the Supply, delivery to Site and Installation of the following Streetlight Units complete as per Specification:Galvanised Stepped Steel Type complete with Spigot, Glandplate , Baseplate & MCB					
10,1	10m Mounting Height Stepped Type complete with Spigot, Glandplate & MCB	e.a	20			
10,2	54 W LED Type Luminaries (complete with all accessories)	e.a	20			
10,3	7,2m Mounting Height Stepped Type complete with Spigot, Glandplate & MCB	e.a	66			
10,4	17 W LED Type Luminaries (complete with all accessories)	e.a	66			
10,5	6mm sq x 2 Core 600/1000V PVC SWA Copper	m	6000			
10,6	Excavation, backfilling & Compaction of cable trench	m ³	600			
11	WIRING ON THE POLE					
	Supply, delivery and installation of conductor and earth wire for wiring of streetlight poles					
11,1	2,5mm ² PVC insulated stranded copper conductors	m	1500			
11,2	1.5mm ² Stranded bare copper earth wire	m	750			
11	TESTING AND COMMISSIONING					
11.1	Supply all Test equipment and Labour for Testing, Commissioning and Adjustment at Completion, as well as being in attendance for any Inspections and Tests that the Engineer may call for. Eskom Standards and specifications will apply	sum	1			
	TOTAL CARRIED TO SUMMARY					

BOQ MV Reticulation Ext.58 -Bill 04

MV RETICULATION_EXT 58 INTERNAL RETICULATION						
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	AMOUNT
1	MINIATURE SUBSTATIONS					
	Supply, deliver to site and install, test and commission miniature substations complete with RMU fitted with IRTU as per Eskom standards. Miniature substation plinths to be cast and tested on site on site.					
1.1	Type B Minisub 315kVA 22/0.42kV Dyn 11	e.a	1			
1.2	Type B Minisub 500kVA 22/0.42kV Dyn 11	e.a	2			
1.3	RMU with 3x 630A Ring Cable Isolator	e.a	0			
1.4	RMU with 4x 630A Ring Cable Isolator	e.a	1			
1.6	MiniSub plinth & foundation	e.a	3			
1.7	RMU plinth & foundation	e.a	1			
1.8	Earthing of MiniSub complete as per detail	e.a	3			
2	MV RETICULATION					
	Supply, deliver to site and install 22kV 95mm sq x 3 core XLPE cable as specified					
2.1	22kV 95mm sq x 3 core XLPE cable	m	940			
2.2	Indoor Termination kits 95mm sq 22kV cable, incl. making off and all sundries	ea	16			
3	CABLE SLEEVES; MARKING & LABELLING					
	Supply and install PVC sleeves at road crossings at 1,5m depth					
3.1	160mm diameter sleeve	m	160			
3.2	Cable marking tape	m	940			
3.3	Cable markers - Concrete	ea	9			
3.4	MiniSub & RMU labels	ea	4			
3.5	MCB labels inside minisub (complete set)	ea	4			
4	EXCAVATION AND TRENCHING					
	Trenching , bedding, backfilling and compaction as specified for MV Cable 1100mm x 450mm wide					
4.1	Pickable ground	m ³	100			
4.2	Soft Rock	m ³	190			
4.3	Hard Rock	m ³	190			
4.4	Importation of Bedding material	m ³	190			
4.5	Importation of Backfilling material	m ³	190			
4.6	Backfilling & compaction	m ³	470			
4.7	Carting away unusable material	m ³	190			
5	MISCELLANEOUS					
5.1	MV Cable pressure test VLF	ea	3			
5.2	Horizontal drilling at road crossings 8m wide	ea	25			
	TOTAL CARRIED TO SUMMARY					

BOQ LV Reticulation Ext.58 -Bill 05

LV RETICULATION_EXT 58 INTERNAL RETICULATION						
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
1	LOW VOLTAGE CABLE					
	Supply, delivery to Site and Installation of the following Low Voltage Cable:					
1,1	95mm sq x 4 core (600/1000V PVC PVC SWA Copper)	m	0			
1,2	70mm sq x 4 core (600/1000V PVC PVC SWA Copper)	m	3250			
2	STRANDED COPPER EARTH WIRE					
	Supply, delivery to Site and Installation of the following BCE wire to run with LV cables					
2,1	70mm sq (With 95mm sq Cable)	m	0			
2,2	50mm sq (With 70mm sq Cable)	m	3250			
3	TERMINATIONS - LV CABLE					
	Supply of Indoor terminations including suitable Lugs and Glands for the LV Cable and Earth wire					
3,1	95mm sq x 4 core	e.a	0			
3,2	70mm sq x 4 core	e.a	45			
4	TERMINATIONS - STRANDED COPPER EARTH WIRE					
	Supply of Indoor terminations including suitable Lugs and Glands for the LV Cable and Earth wire					
4,1	50mm sq (With 70mm sq Cable)	e.a	0			
4,2	35mm sq (With 50mm sq Cable)	e.a	45			
5	LOW VOLTAGE DISTRIBUTION METERING KIOSKS - ESKOM STANDARDS					
	Supply, delivery to Site and Installation of the following Low Voltage Metering Kiosks Complete with phase busbar, neutral busbar ,earth busbar, N/E link , tube clamps & prewired to SANS End Sleeves/Shrunk End as per Eskom specification					
5,1	Metering Kiosk Box - 2 Way Single Phase	e.a	3			
5,2	Metering Kiosk Box - 4 Way Single Phase	e.a	15			
5,3	Metering Kiosk Box - 6 Way Single Phase	e.a	19			
5,4	Metering Kiosk Box - 8 Way Single Phase	e.a	8			
6	CABLE SLEEVES; MARKING & LABELLING					
	Supply and install PVC sleeves at road crossings at 1,5m depth					
6,1	110mm diameter sleeve	m	200			
6,2	Cable marking tape	m	3250			
6,3	Cable markers - Concrete	ea	64			
6,4	Kiosk Labels	ea	45			
6,5	MCB labels inside kiosk (complete set)	ea	45			
7	EXCAVATION AND TRENCHING					
	Trenching , bedding, backfilling and compaction as specified for LVCable 600mm x 450mm wide					
7,1	Pickable ground	m ³	870			
7,2	Soft Rock	m ³	290			
7,3	Hard Rock	m ³	290			
7,4	Importation of Bedding material	m ³	290			
7,5	Importation of Backfilling material	m ³	290			
7,6	Backfilling & compaction	m ³	1450			
7,7	Carting away unusable material	m ³	580			
	TOTAL CARRIED FORWARD					

	TOTAL BROUGHT FORWARD					
8	CIRCUIT BREAKERS					
	Supply, delivery to Site and Installation of Non Adjustable 25KA Circuit Breaker					
8,1	250A, 3PH	e.a	0			
8,2	200A,3PH	e.a	45			
9	HOUSE CONNECTION					
9,1	Conlog Prepayment PLC Meters and remote	e.a	229			
9,2	2.5mm sq Draw wire	m	1400			
9,3	Provision for cable indicator peg on burried draw wire	ea	229			
9,4	Allow for 50mm diameter Sleeve/Conduit	m	1400			
10	STREETLIGHTS					
	For the Supply, delivery to Site and Installation of the following Streetlight Units complete as per Specification:Galvanised Stepped Steel Type complete with Spigot, Glandplate , Baseplate & MCB					
10,1	10m Mounting Height Stepped Type complete with Spigot, Glandplate & MCB	e.a	4			
10,2	54 W LED Type Luminaries (complete with all accessories)	e.a	4			
10,3	7,2m Mounting Height Stepped Type complete with Spigot, Glandplate & MCB	e.a	29			
10,4	17 W LED Type Luminaries (complete with all accessories)	e.a	29			
10,5	6mm sq x 2 Core 600/1000V PVC SWA Copper	m	2510			
10,6	Excavation, backfilling & Compaction of cable trench	m ³	250			
11	WIRING ON THE POLE					
	Supply, delivery and installation of conductor and earth wire for wiring of streetlight poles					
11,1	2,5mm ² PVC insulated stranded copper conductors	m	600			
11,2	1.5mm ² Stranded bare copper earth wire	m	300			
11	TESTING AND COMMISSIONING					
11.1	Supply all Test equipment and Labour for Testing, Commissioning and Adjustment at Completion, as well as being in attendance for any Inspections and Tests that the Engineer may call for. Eskom Standards and specifications will apply	sum	1			
	TOTAL CARRIED TO SUMMARY					

BOQ MV Reticulation Ext.71 & 72 -Bill 06

MV RETICULATION_EXT 71&72 INTERNAL RETICULATION						
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	AMOUNT
1	MINIATURE SUBSTATIONS					
	Supply, deliver to site and install, test and commission miniature substations complete with RMU fitted with IRTU as per Eskom standards. Miniature substation plinths to be cast and tested on site on site.					
1.1	Type B Minisub 315kVA 22/0.42kV Dyn 11	e.a	2			
1.2	Type B Minisub 500kVA 22/0.42kV Dyn 11	e.a	0			
1,3	RMU with 3x 630A Ring Cable Isolator	e.a	0			
1,4	RMU with 4x 630A Ring Cable Isolator	e.a	0			
1,6	MiniSub plinth & foundation	e.a	2			
1,7	RMU plinth & foundation	e.a	0			
1,8	Earthing of MiniSub complete as per detail	e.a	2			
2	MV RETICULATION					
	Supply, deliver to site and install 22kV 95mm sq x 3 core XLPE cable as specified					
2,1	22kV 95mm sq x 3 core XLPE cable	m	820			
2,2	Indoor Termination kits 95mm sq 22kV cable, incl. making off and all sundries	ea	10			
3	CABLE SLEEVES; MARKING & LABELLING					
	Supply and install PVC sleeves at road crossings at 1,5m depth					
3,1	160mm diameter sleeve	m	50			
3,2	Cable marking tape	m	820			
3,3	Cable markers - Concrete	ea	8			
3,4	MiniSub & RMU labels	ea	2			
3,5	MCB labels inside minisub (complete set)	ea	2			
4	EXCAVATION AND TRENCHING					
	Trenching , bedding, backfilling and compaction as specified for MV Cable 1100mm x 450mm wide					
4,1	Pickable ground	m ³	90			
4,2	Soft Rock	m ³	170			
4,3	Hard Rock	m ³	170			
4,4	Importation of Bedding material	m ³	170			
4,5	Importation of Backfilling material	m ³	170			
4,6	Backfilling & compaction	m ³	410			
4,7	Carting away unusable material	m ³	170			
5	MISCELLANEOUS					
5,1	MV Cable pressure test VLF	ea	3			
5,2	Horizontal drilling at road crossings 8m wide	ea	10			
	TOTAL CARRIED TO SUMMARY					

BOQ LV Reticulation Ext.71 & 72 -Bill 07

LV RETICULATION_EXT 71&72 INTERNAL RETICULATION						
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
1	LOW VOLTAGE CABLE					
	Supply, delivery to Site and Installation of the following Low Voltage Cable:					
1,1	95mm sq x 4 core (600/1000V PVC PVC SWA Copper)	m	0			
1,2	70mm sq x 4 core (600/1000V PVC PVC SWA Copper)	m	1420			
2	STRANDED COPPER EARTH WIRE					
	Supply, delivery to Site and Installation of the following BCE wire to run with LV cables					
2,1	70mm sq (With 95mm sq Cable)	m	0			
2,2	50mm sq (With 70mm sq Cable)	m	1420			
3	TERMINATIONS - LV CABLE					
	Supply of Indoor terminations including suitable Lugs and Glands for the LV Cable and Earth wire					
3,1	95mm sq x 4 core	e.a	0			
3,2	70mm sq x 4 core	e.a	60			
4	TERMINATIONS - STRANDED COPPER EARTH WIRE					
	Supply of Indoor terminations including suitable Lugs and Glands for the LV Cable and Earth wire					
4,1	50mm sq (With 70mm sq Cable)	e.a	0			
4,2	35mm sq (With 50mm sq Cable)	e.a	60			
5	LOW VOLTAGE DISTRIBUTION METERING KIOSKS - ESKOM STANDARDS					
	Supply, delivery to Site and Installation of the following Low Voltage Metering Kiosks Complete with phase busbar, neural busbar ,earth busbar, N/E link , tube clamps & prewired to SANS End Sleeves/Shrunk End as per Eskom specification					
5,1	Metering Kiosk Box - 2 Way Single Phase	e.a	5			
5,2	Metering Kiosk Box - 4 Way Single Phase	e.a	15			
5,3	Metering Kiosk Box - 6 Way Single Phase	e.a	0			
5,4	Metering Kiosk Box - 8 Way Single Phase	e.a	4			
6	CABLE SLEEVES; MARKING & LABELLING					
	Supply and install PVC sleeves at road crossings at 1,5m depth					
6,1	110mm diameter sleeve	m	50			
6,2	Cable marking tape	m	1420			
6,3	Cable markers - Concrete	ea	28			
6,4	Kiosk Labels	ea	24			
6,5	MCB labels inside kiosk (complete set)	ea	24			
7	EXCAVATION AND TRENCHING					
	Trenching , bedding, backfilling and compaction as specified for LVCable 600mm x 450mm wide					
7,1	Pickable ground	m ³	390			
7,2	Soft Rock	m ³	130			
7,3	Hard Rock	m ³	130			
7,4	Importation of Bedding material	m ³	130			
7,5	Importation of Backfilling material	m ³	130			
7,6	Backfilling & compaction	m ³	640			
7,7	Carting away unusable material	m ³	260			
	TOTAL CARRIED FORWARD					

	TOTAL BROUGHT FORWARD					
8	CIRCUIT BREAKERS					
	Supply, delivery to Site and Installation of Non Adjustable 25KA Circuit Breaker					
8,1	250A, 3PH	e.a	0			
8,2	200A,3PH	e.a	24			
9	HOUSE CONNECTION					
9,1	Conlog Prepayment PLC Meters and remote	e.a	89			
9,2	2.5mm sq Draw wire	m	1000			
9,3	Provision for cable indicator peg on burried draw wire	ea	89			
9,4	Allow for 50mm diameter Sleeve/Conduit	m	1000			
10	STREETLIGHTS					
	For the Supply, delivery to Site and Installation of the following Streetlight Units complete as per Specification:Galvanised Stepped Steel Type complete with Spigot, Glandplate , Baseplate & MCB					
10,1	10m Mounting Height Stepped Type complete with Spigot, Glandplate & MCB	e.a	12			
10,2	54 W LED Type Luminaries (complete with all accessories)	e.a	12			
10,3	7,2m Mounting Height Stepped Type complete with Spigot, Glandplate & MCB	e.a	24			
10,4	17 W LED Type Luminaries (complete with all accessories)	e.a	24			
10,5	6mm sq x 2 Core 600/1000V PVC SWA Copper	m	2700			
10,6	Excavation, backfilling & Compaction of cable trench	m ³	260			
11	WIRING ON THE POLE					
	Supply, delivery and installation of conductor and earth wire for wiring of streetlight poles					
11,1	2,5mm ² PVC insulated stranded copper conductors	m	650			
11,2	1.5mm ² Stranded bare copper earth wire	m	350			
11	TESTING AND COMMISSIONING					
11.1	Supply all Test equipment and Labour for Testing, Commissioning and Adjustment at Completion, as well as being in attendance for any Inspections and Tests that the Engineer may call for. Eskom Standards and specifications will apply	sum	1			
	TOTAL CARRIED TO SUMMARY					

FETAKGOMO TUBATSE MUNICIPALITY

ELECTRIFICATION OF 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

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**CONTENTS**

	<u>PAGE(S)</u>
C3.1 DESCRIPTION OF WORKS	106
C3.1.1 Employer's objectives	106
C3.1.2 Overview of the Works	106
C3.1.3 Extent of Works	106
C3.1.4 Location of the Works	107
C3.1.5 Temporary Works	107
C3.2 ENGINEERING.....	107
C3.2.1 Design	107
C3.2.2 Employer's Design	107
C3.2.3 Contractor's Design.....	107
C3.2.4 Drawings.....	108
C3.2.5 Design procedure.....	108
C3.3 PROCUREMENT.....	108
C3.3.1 Preferential Procurement.....	108
C3.3.2 Subcontracting	109
C3.4 CONSTRUCTION.....	109
C3.4.1 Works specifications.....	109
C3.4.2 Site establishment	110
C3.4.3 Plant & Materials	117
C3.4.4 Construction equipment	117
C3.4.5 Existing services	117
C3.4.6 Particular specifications	117
C3.5 MANAGEMENT OF THE WORKS	117
C3.5.1 Generic Specification	117

CONTENTS**PAGE(S)**

C3.6	HEALTH AND SAFETY	117
C3.6.1	Health and Safety requirements and procedures.....	117
C3.6.2	Protection of the Public.....	118
C3.6.3	Barricades and lighting	118
C3.6.4	Traffic control on roads.....	118
C3.6.5	Measures against disease and epidemics	118
C3.6.6	AIDS awareness.....	118

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 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION**

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 BURGERSFORT EXT. 54, 58, 71&72 covers the construction of underground MV and LV network with underground service connections and proper installation of minisub transformers, ring main units and prepaid meters for the consumers. The notable work to be done on site is as follows:

- *Construct the underground MV method of supply from the existing MV network.*
- *Supply and install 10 x minisub transformers with all proper installation of earthing.*
- *Supply and install 2 x ring main units with all proper installation of earthing.*
- *Construct the underground MV method of supply from the existing MV network.*
- *Supply and install 130 LV metering kiosk boxes.*
- *Supply and install sleeve & draw wire for service cable to be installed in after occupation.*
- *Supply and install the outstanding 551 split meters and ready boards.*
- *Installation of Streetlights*
- *Commissioning of the new infrastructure*
- *Decommission existing infrastructure if applicable.*

C3.1.3 LOCATION OF THE WORKS

BURGERSFORT EXT.54, 58 71 &72 is located within the Fetakgomo Tubatse Local Municipality's jurisdiction within Burgersfort town 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

Cell phone, Wi-Fi 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 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 $(N_w - N_n)$ 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 $(R_w - R_n)/X$ 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 (R_n and N_n) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for R_n and N_n 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 R_n and N_n 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 shutdown 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 N_n and R_n .
- (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 "N_n" 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 551 HOUSEHOLDS BURGERSFORT EXT. 54, 58, 71&72 INTERNAL RETICULATION

Part C4 Site Information

C4.1 LOCALITY PLAN

Burgersfort Ext 54



Burgersfort Ext 58



Burgersfort Ext 71 & 72



C4.2 SITE LAYOUT PLANS

See attached A3 Maps

C4.3 GPS COORDINATES

Burgersfort Ext.54:

24°40'20.67"S and 30°20'25.52"E

Burgersfort Ext.58:

24°40'52.63"S and 30°20'38.05"E

Burgersfort Ext.71&72:

24°41'29.42"S and 30°21'5.55"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) Earth resistance tests
 - iv) Conductor continuity
 - v) Phasing
 - vi) 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 **12 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 an 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 underground network 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.

ampacity: The current that will meet the design, security and safety criteria of a conductor.

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.

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.

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.

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.

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.

high voltage (HV): A voltage that exceeds medium voltage (>33 kV).

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.

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).

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.

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..

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.

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 underground line is prohibited.

safety clearance: The minimum required distance between phase and earth as specified in the Occupational Health and Safety Act.

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.

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.

step potential: That part of the earth electrode potential gradient that can be bridged by a

person from foot to foot through the body.

sub-transmission line: A line operating at one of the following voltages levels 66kV, 88kV, or 132kV.

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.

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.

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:

AMEU: Association of Municipal Electrical Undertakings

ANSI: American National Standards Institute

AUX: Auxiliary supply.

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

SED: split electricity dispenser

5.20.3 Normative references

5.20.5 South African Bureau of Standards

SANS 1200-F: 1983, *Standardized specifications for civil engineering construction — Piling*. SABS 1200-G: 1982, *Standardized specifications for civil engineering construction — Concrete (structural)*.

SANS 1200-HC: 1988, *Standardized specifications for civil engineering construction — Corrosion protection of structural steel work*.

SANS 0100 Part1: 1992, *The Structural use of Concrete: Part 1 Design*

SANS 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*.

SANS 0162-1:1993, *The structural use of steel — Part 1: Limit-states design of hot-rolled steelwork*.

SANS 0162-2:1993, *The structural use of steel — Part 2: Limit-states design of cold-formed steelwork*.

SANS 0162-3:1993, *The structural use of steel — Part 3: Allowable stress design steelwork*.

Amendment No. 3: May 1993.

SANS 1019:1985, *Standard voltages, currents and insulation levels for electricity supply*.

SANS 10198-8: *The selection, handling and installation of electric power cables of rating not exceeding 33 kV — Part 8: Cable laying and installation*.

SANS 1507- 4: *Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) — XLPE Distribution Cables*

SANS 1507- 6: *Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) — Service Cables*

SANS 1339, *Electric cables – Cross-linked polyethylene (XLPE) – insulated cables for voltages from 3,8/6,6 kV to 19/33 kV*.

SANS 1186, *Symbolic safety signs*.

SANS 474:2018 *Electricity Metering – Standard requirements*

SANS 1524-1:2018 *Electricity payment systems Part 1: Payment meters*

SANS 121 *Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test methods*

SANS 475, *Luminaires for interior lighting, street lighting and floodlighting – Performance Requirements*

SANS 60598 *Luminaires*

SANS 1186, *Symbolic Safety signs*

SANS 1091, *National Colour Standard*

NRS 095:2012 *Pre-Cast Concrete Plinths for Cable-Connected Equipment*.

5.20.6 Eskom standards/specifications

240-56062752: *Specification For Medium Voltage Miniature Substations for Systems with Nominal Voltages Of 3.3 kV, 6.6kV, 11 kV and 22 kV Standard*

240-56030406: *Specification For Ring Main Units for Systems with Nominal Voltages From 3.3 kV To 33 kV*

240-56067392: *Specification For Medium Voltage XLPE And Impregnated Paper Insulated Cables Standard*

240-56063805: *LV Power and Control Cable with Rated Voltage Standard 600/1000V*

240-76625427: *Standard For Energy Meter Kiosks: Low-Voltage Multiway for Small Power Users (SPU) Underground Supply Networks*

240-76625601: *Standard For Particular Requirements of Basic Prepayment Meters*

240-13928249: *Security Lighting for Eskom Applications*

240-64100247: *Standard for Earthing Of Secondary Plant Equipment In Substation*

5.21 Material specification

5.21.1 General Standard Specification

The cables, miniature substation, ring main units, metering kiosks, meters and other electrical material shall comply with Eskom specifications.

5.21.2 Miniature Substation

Mini-substations shall be manufactured in accordance with SANS 1029, Eskom Standard “*Specification for Medium Voltage Miniature Substations for Systems with Nominal Voltages Of 3.3 kV, 6.6 kV, 11 kV and 22 kV Standard - 240-56062752*”. This project utilises Type B Mini Subs with rated nominal voltage of 22kV.

Reference is made to Eskom Standard drawing D-DT 8051.

5.21.3 RMUs

Ring Main Units shall be manufactured in accordance with SANS 1874, Eskom Standard “*Specification for Ring Main Units for Systems with Nominal Voltages From 3.3 kV To 33 kV - 240-56030406*”. This project utilises RMU with IRTU fitted with rated nominal voltage of 22kV.

Reference is made to Eskom Standard drawing D-DT 8061.

5.21.4 MV Cables

Medium Voltage cables shall be manufactured in accordance with SANS 1339, Eskom Standard “*Specification for Medium Voltage XLPE And Impregnated Paper Insulated Cables Standard - 240-56067392*”. This project utilises 95mm² 3 core XLPE cables with rated nominal voltage.

Reference is made to Eskom Standard drawings D-DT 8001, D-DT 8006, and D-DT 8008 for the jointing and termination details.

5.21.5 LV Cables

Low Voltage cables shall be manufactured in accordance with SANS 1507, Eskom Standard “*LV Power and Control Cable with Rated Voltage Standard 600/1000V - 240-56063805*”. This project utilises 95mm² 4 core (600/1000V PVC PVC SWA Copper) and 70mm² 4 core (600/1000V PVC PVC SWA Copper) cables with rated nominal voltage.

Reference is made to Eskom Standard drawings D-DT 8014 for the jointing and termination details.

5.21.6 Cable Sleeves, Marking & Labelling

Cable sleeves, markings and labels shall be manufactured in accordance with SANS 1186 and SANS 1091, Eskom Standard “*Specification for Medium Voltage Miniature Substations for Systems with Nominal Voltages Of 3.3 kV, 6.6 kV, 11 kV and 22 kV Standard - 240-56062752*”. Reference is made to Eskom Standard drawings D-DT 8012 and D-DT 8013.

5.21.7 Metering Kiosk

Metering kiosks shall be manufactured in accordance with SANS 1029, Eskom Standard “*Standard for Energy Meter Kiosks: Low-Voltage Multiway for Small Power Users (SPU) Underground Supply Networks - 240-76625427*”. This project utilises 2-way, 4-way 6-way and 8-way kiosks. Reference is made to Eskom Standard drawings D-DT 1011, D-DT 1019, D-DT 1020, and D-DT 1038 for the 2-way, 4-way 6-way and 8-way manufacturing details of the kiosks.

5.21.8 Meters

Meters shall be manufactured in accordance with SANS 474:2018 and SANS 1524-1:2018, Eskom Standard “*Standard for Particular Requirements of Basic Prepayment Meters - 240-76625427*”. This project utilises 60A smart prepayment PLC meters.

5.21.9 Plinths

Plinths shall be manufactured in accordance with NRS095:2012 “*Pre-Cast Concrete Plinths for Cable-Connected Equipment*”. This project utilises Type B Mini Subs and RMUs with IRTU fitted will require foundations in this project. Reference is made to Eskom Standard drawing D-DT 0859 and D-DT 8025.

5.21.10 Streetlights

Streetlights shall be manufactured in accordance with SANS 475 and SANS 60598, Eskom Standard “*Security Lighting for Eskom Applications - 240-139282493*”. This project utilises 7.2m and 10m Mounting Height Stepped Pole Type complete with Spigot, Gland plate & MCB with 54W and 17W LED Type Luminaires installed.

The LED Streetlight Luminaires be supported by documentary evidence in the form of Type Test reports/ Product certification. The LED luminaire shall be supplied as a complete unit, ready for use with all components fully assembled, including the luminaire housing, driver, LED modules, lenses, reflectors, wiring, mounting bracket etc.

The contractor shall also provide the following documents as part of the returnable:

- Photometric test reports for luminaire offered.
- SANS/IEC 60598-2-5 Product Type Test Report
- Product Technical Datasheet
- Product Instructional Installation Manual
- Lumen depreciation curves
- Endurance and thermal tests report
- Warranty Certificate
- IES and/or LDT files supplied in electronic format (USB Flash Drive or Compact Disc) for luminaire offered.
- The Local Content for the manufacturing of the LED luminaire in the Republic of South Africa must be at least 80%

The luminaire must adhere to the minimum technical requirements as per the below:

Characteristic	Minimum specification (54W)	Minimum specification (17W)
Electrical Class	EU class I or II	EU class I or II
Nominal Voltage	198-264V – 50Hz	198-264V – 50Hz
Power factor	>95% at full load	>95% at full load
Surge Protection	10kV/10kA	10kV/10kA
Electromagnetic Compatibility (EMC)	SANS standards	SANS standards
Optical colour temperature	4000K (Neutral white740)	4000K (Neutral white740)
Colour rendering index (CRI)	≥70	≥70
Upward Light Output Ratio (ULOR)	0%	0%
Standard optic	5305	5305
Operating temperature	-35°C up to +40°C	-35°C up to +40°C
Lifetime of the LEDS at 25°C	100,000h -L95B10	100,000h -L95B10
Lifetime of the Driver at 25°C	100.000H ≤10% failure rate	100.000H ≤10% failure rate
Number of LEDS	20	10
Current (mA)	850	500
Line Current (A)	0.23	0.07
Nominal Flux (lm)	7864	2567
Nominal efficacy (lm/W)	145	153
Luminaire output flux (lm)	6920	2267
Luminaire efficacy (lm/W)	128	135

Reference is made to drawings REL/EXT/01 and REL/EXT/02.

5.22 Earthing

5.22.1 Standard Specification

The complete electrical distribution system shall be earthed in accordance with the specific requirements indicated in SANS 10292:2001. The testing of structure earthing will be according to relevant Eskom Standard “*Standard for Earthing of Secondary Plant Equipment In Substations – 240-64100247*”.

5.23 Clearances

5.23.1 Standard Specification

The clearances will be according to OHS Act and relevant specification.

5.24 Supplementary Specifications

5.24.1 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 Labour specification

5.25.1 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 underground 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 trench route for the underground cable. 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 underground cable. 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

The Contractor will use manual labour as far as possible to excavate any class of material, but his chosen method of excavation shall not determine the classification of the excavation. The Engineer will decide on the classification of the materials. The classification will be based on inspection of the material to be excavated and on the criteria given below. The Engineer's decision shall, subject to the relevant provisions of the contract, be final and binding.

The excavation of material will be classified as follows for purposes of measurement and payment:

Soft excavation - Soft excavation shall be excavation in material that can be efficiently removed by a back-acting excavator of flywheel power approximately 0,10kW per millimeter of tined-bucket width, without the assistance of pneumatic tools such as paving breakers, or that can be efficiently loaded, without prior ripping or stockpiling, by a rubber type front-end loader of mass approximately 15 t and flywheel power approximately 100kW.

Intermediate excavation - Intermediate excavation shall be excavation in material that requires a back-acting excavator of flywheel power exceeding 0,10kW per millimeter of tined-bucket width or the use of pneumatic tools before removal by loading equipment equivalent to that specified in "Soft excavation" above.

Hard rock excavation - Hard rock excavation shall be excavation in material that cannot be efficiently removed without blasting or without wedging and splitting before removal.

All trenches will be excavated in accordance as per Eskom drawing D-DT 0854s1 and D-DT 0854s8

- 5.28.1** High voltage lines involve 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 an excavated trench.
- 5.28.3** Trenches for the burying of cable 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 entire cable length 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 material

To be included into price schedule.

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 Clearing up after construction.

5.31.1 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.

5.31.2 At campsites all toilets and other refuse shall be emptied into pits which shall be filled immediately.

5.31.3 All temporary huts, fences, etc. shall be removed and the ground cleared.

5.32 Marking/labelling/documentation

5.32.1 Marking/Labelling

5.32.1.1 All equipment shall be marked with an identification label to distinguish each pole in the system.

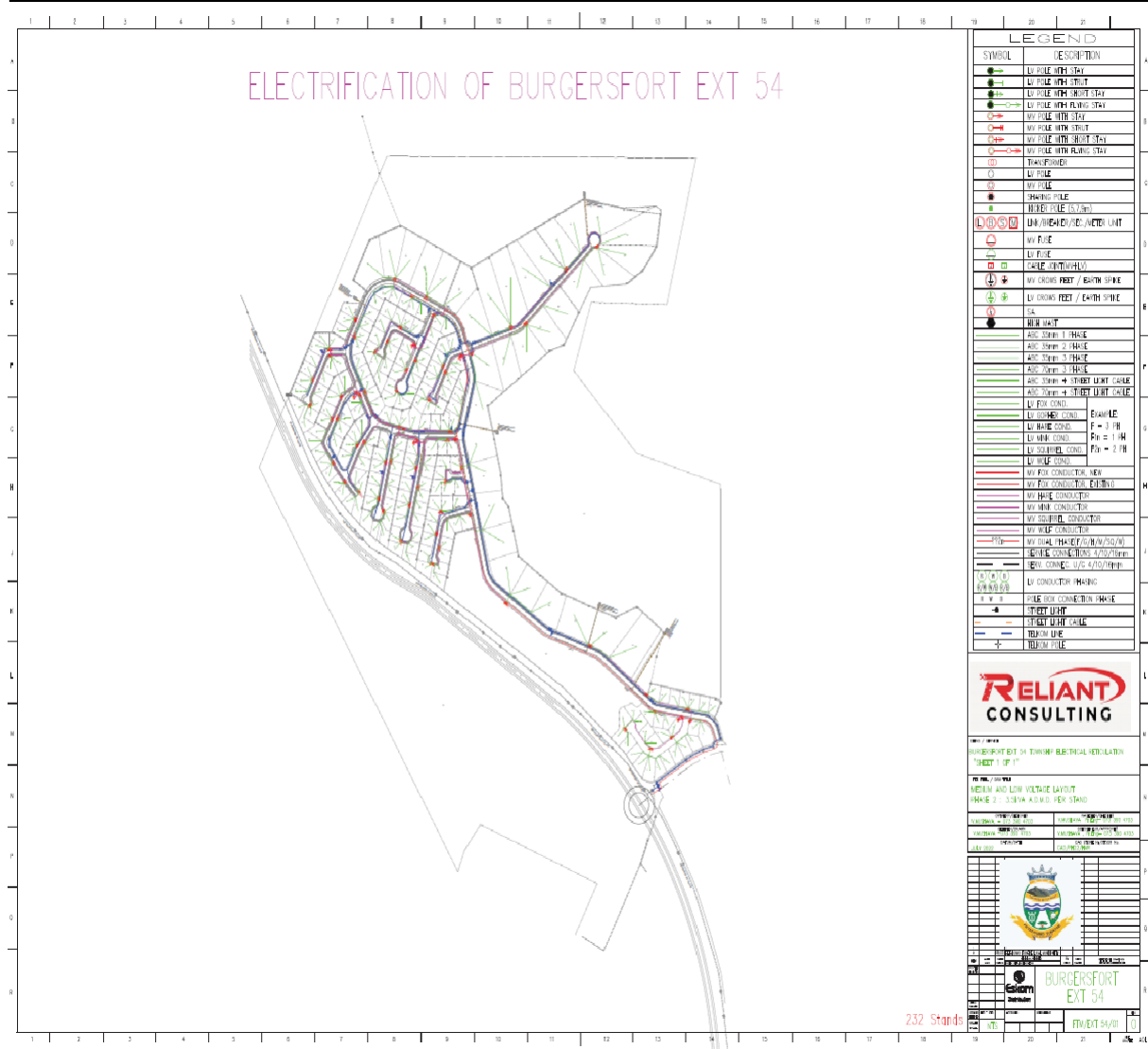
5.32.1.2 All statutory labels, such as the electrical danger sign (SANS 1186) shall be attached to the appropriate structures.

C6: DRAWINGS

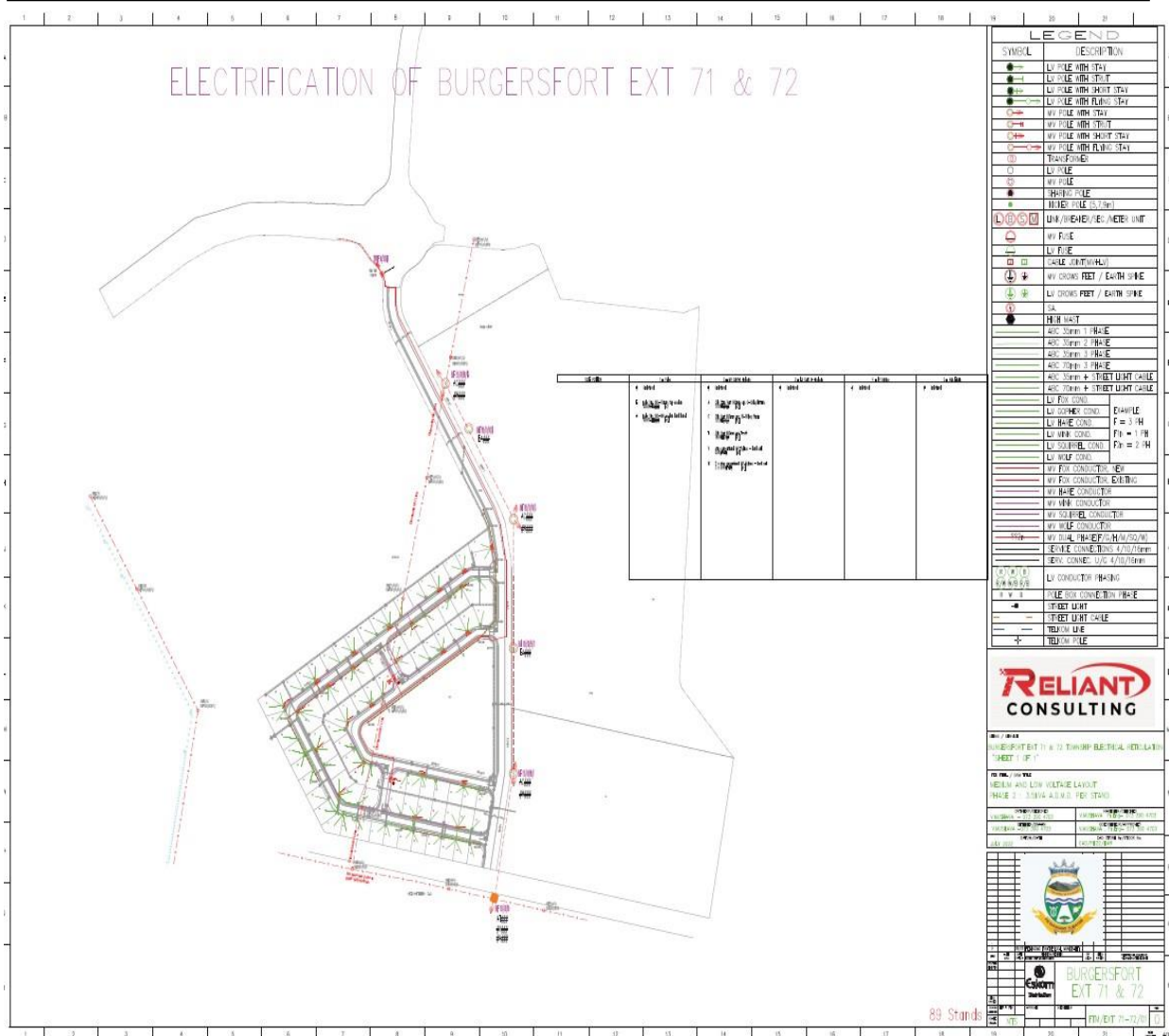
The drawings listed below are attached in order to give an overview of the project.

Additional construction drawings will, in terms of Clause 13 of the General Conditions of Contract, be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time.

DWG NO	DESCRIPTION	PAPER SIZE
FTM/EXT 71-72/01	Reticulation Design	A4
D-DT-8051	Minisub, 22kV Type B	A4
D-DT-0859s6	Type "B" Minisub with Cable Front Entry R.M.U Plinth Details (Site Cast)	A4
D-DT-8012	Marker Cable Route Concrete	A4
D-DT-8013	Cable Cover	A4
D-DT 0855s1	Minisub earthing For MV Systems Without Continuous Earthing Conductor to Substation	A4
D-DT 0854s8	Road Reserve – Cable & Service Details	A4
D-DT 0863s3	11kV and 22kV 3Way SF6 Ring Main Unit Plint Details (Cast on Site)	A4
D-DT 0863s5	11kV and 22kV 4Way SF6 Ring Main Unit Plint Details (Cast on Site)	A4
D-DT 0854s1	MV Power Cable Trench (1 Off – 3 Core)	A4
REL/EXT/02	10m Mounting Height – Stepped Pole	A4
REL/EXT/01	7.2m Mounting Height – Stepped Pole	A4



232 Stands



PROJECT: 11 & 12 TOWNHIP ELECTRICAL INFRASTRUCTURE
 SHEET 1 OF 1

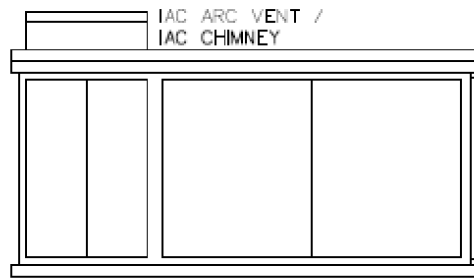
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PROJECT: 11 & 12 TOWNHIP ELECTRICAL INFRASTRUCTURE
 SHEET 1 OF 1

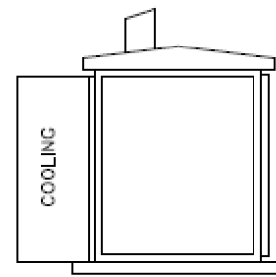


BURGERSFORT
 EXT 71 & 72

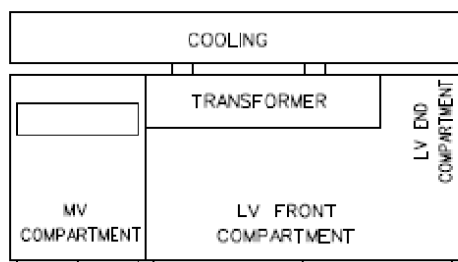
89 Stands



FRONT VIEW

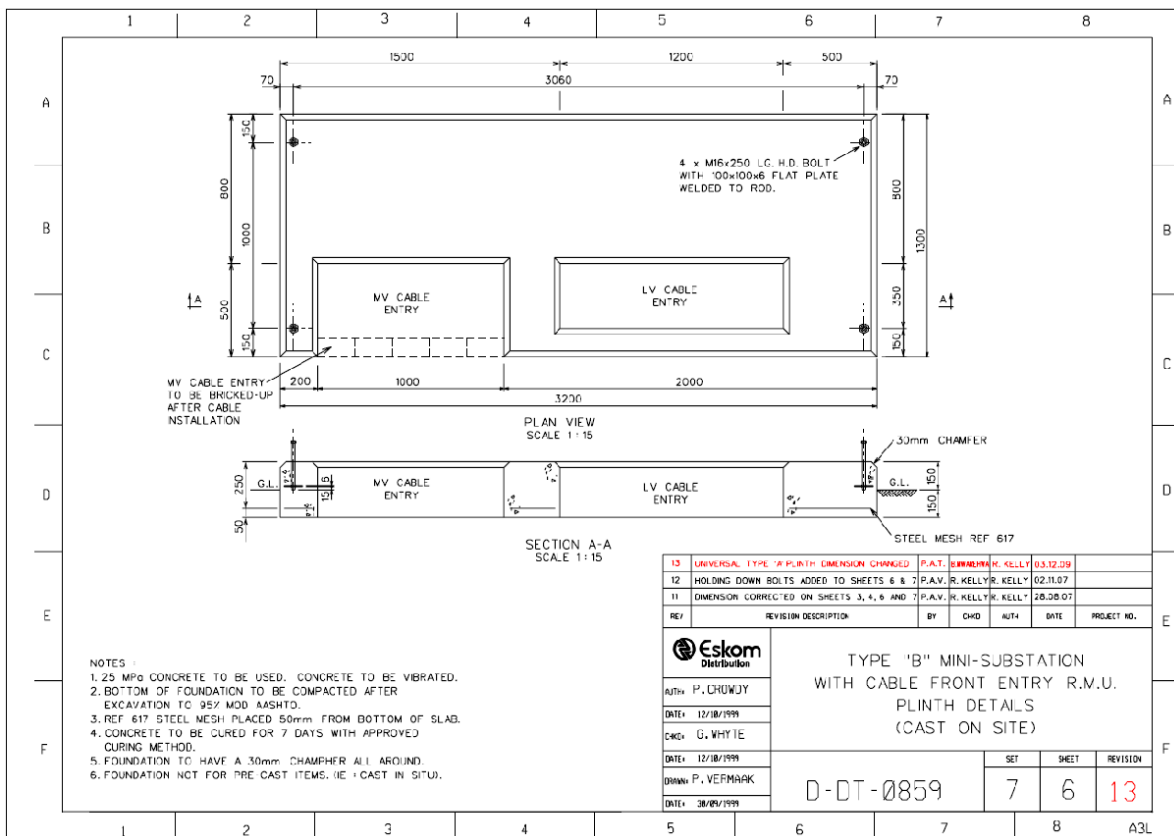


END VIEW



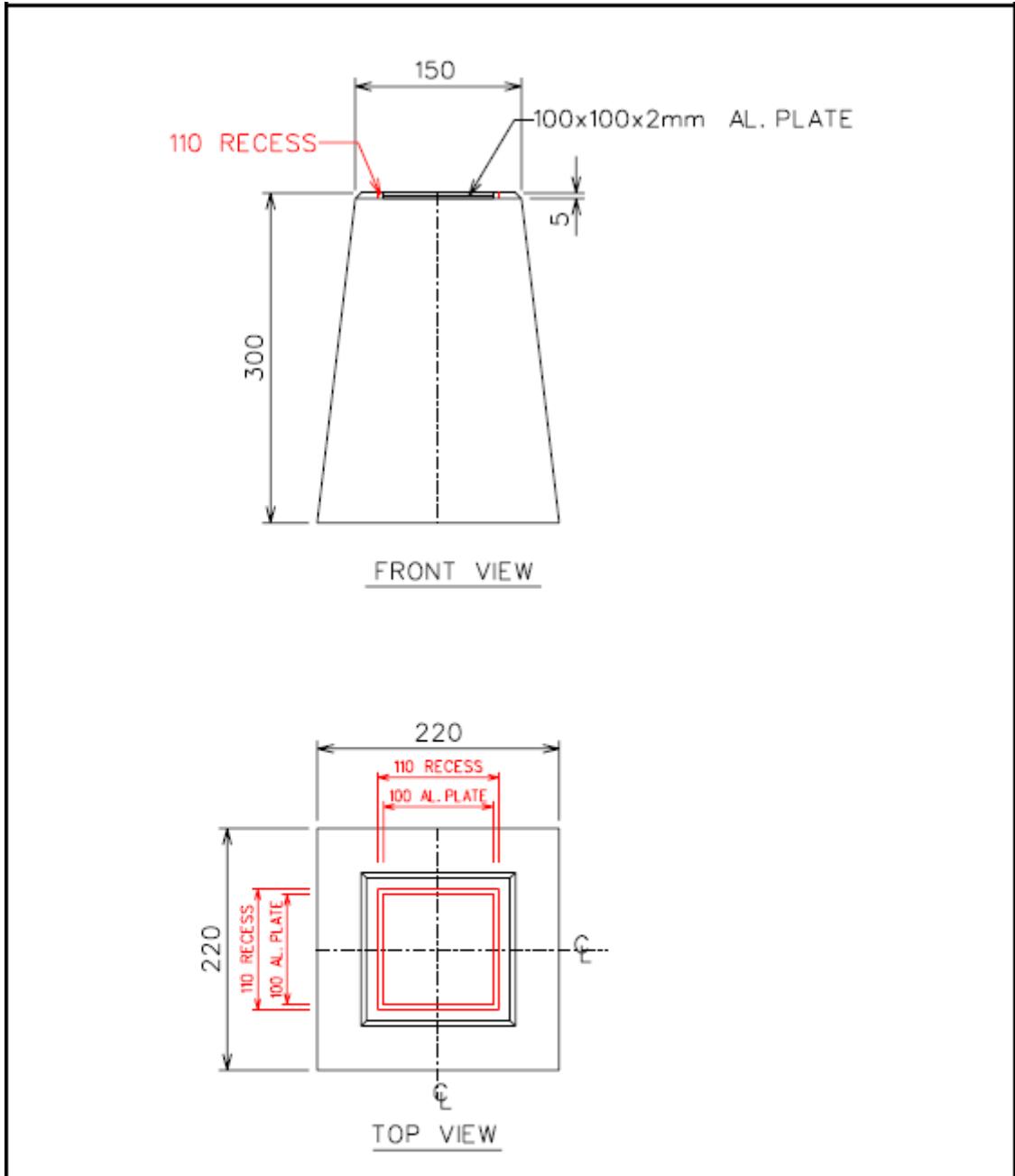
PLAN VIEW WITH ROOF REMOVED

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MATERIAL SPECIFICATION	:-							
CORROSION SPECIFICATION	:- 240-75655504							
STANDARD SPECIFICATION	:- SANS 1029							
ESKOM SPECIFICATION	:- 240-56062752							
TEST & CERTIFICATION REQUIREMENTS	:-							
INSPECTION	Yes	No	ESKOM RELEASE NOTE		Yes	No		
IDENTIFICATION:- INDELIBLE MANUFACTURES TRADEMARK & PART No. ON ALL ITEMS								
13	SAP'S 0650057 TO 0650059 ADDED		P.A.T.	Q. KHUMALO	B. OLIVIER	09.10.2018		
12	0592760 AND 0592761 ADDED		P.A.T.	Q. KHUMALO	J. PAULSE	19.12.2014		
11	M/SUB 500kVA 22kV/420V CB INLDH/RSK ADDED		P.A.T.	B.MWAREHWA	R.KELLY	10.06.2011		
REV	REVISION DESCRIPTION		BY	CHKD	AUTH	DATE	REF. DWGS	
AUTH:	P. CROWDY	DATE:	05.02.1998			SAP No:		
CHKD:	D. PILLAY	DATE:	05.02.1998			SET	SHEET	REV
DRAWN:	P.A. VERMAAK	DATE:	13.11.1997			6	1	13
				D-DT-8051				

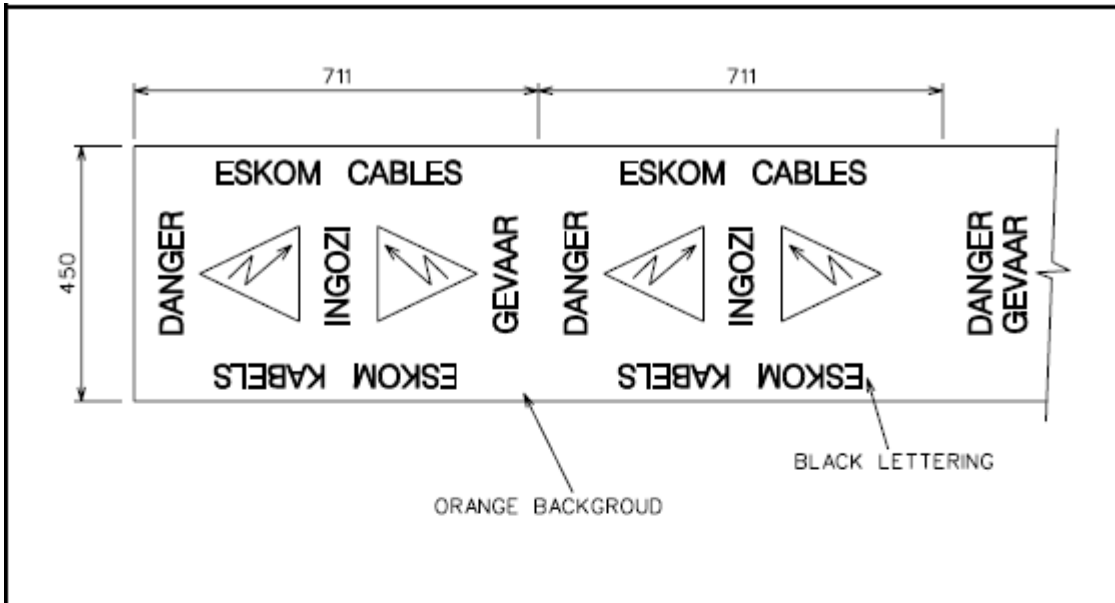


- NOTES -
1. 25 MPa CONCRETE TO BE USED. CONCRETE TO BE VIBRATED.
 2. BOTTOM OF FOUNDATION TO BE COMPACTED AFTER EXCAVATION TO 95% MOD. AASHTO.
 3. REF 617 STEEL MESH PLACED 50mm FROM BOTTOM OF SLAB.
 4. CONCRETE TO BE CURED FOR 7 DAYS WITH APPROVED CURING METHOD.
 5. FOUNDATION TO HAVE A 30mm CHAMFER ALL AROUND.
 6. FOUNDATION NOT FOR PRE CAST ITEMS. (IE. CAST IN SITU).

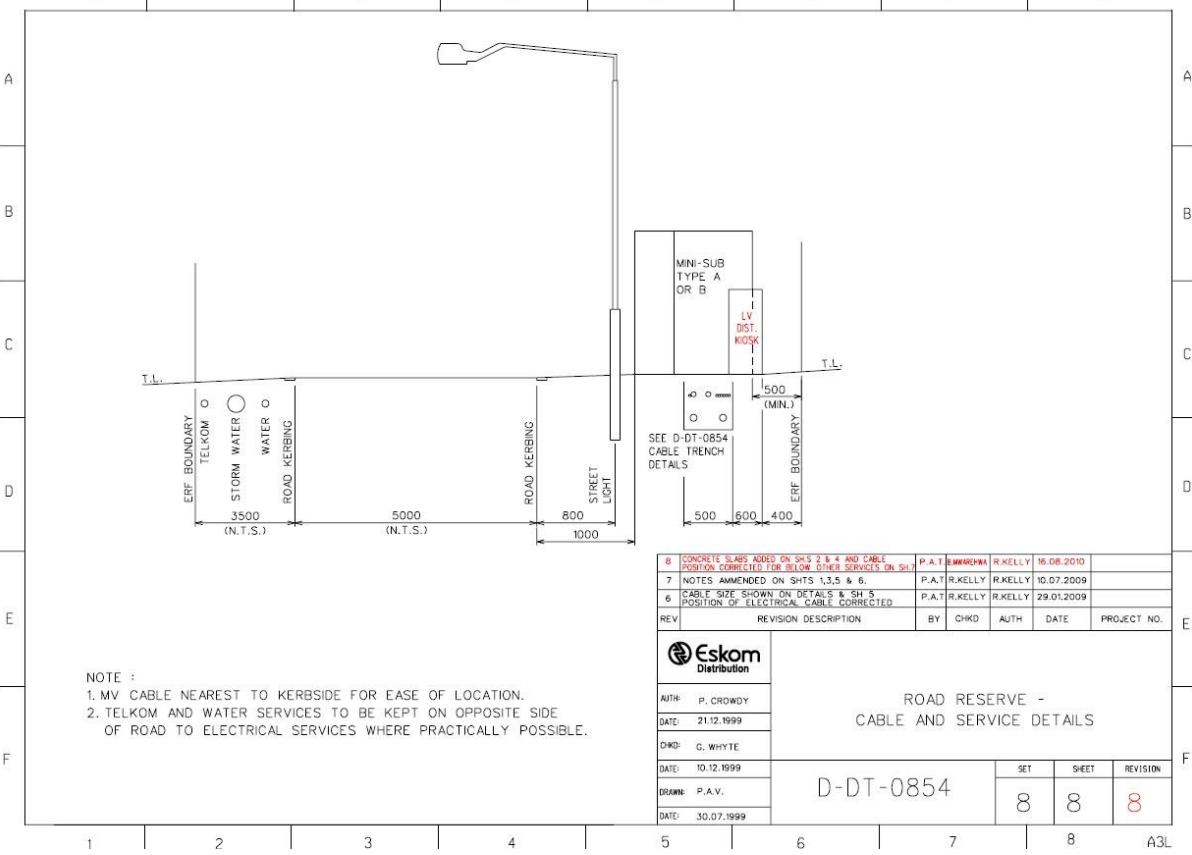
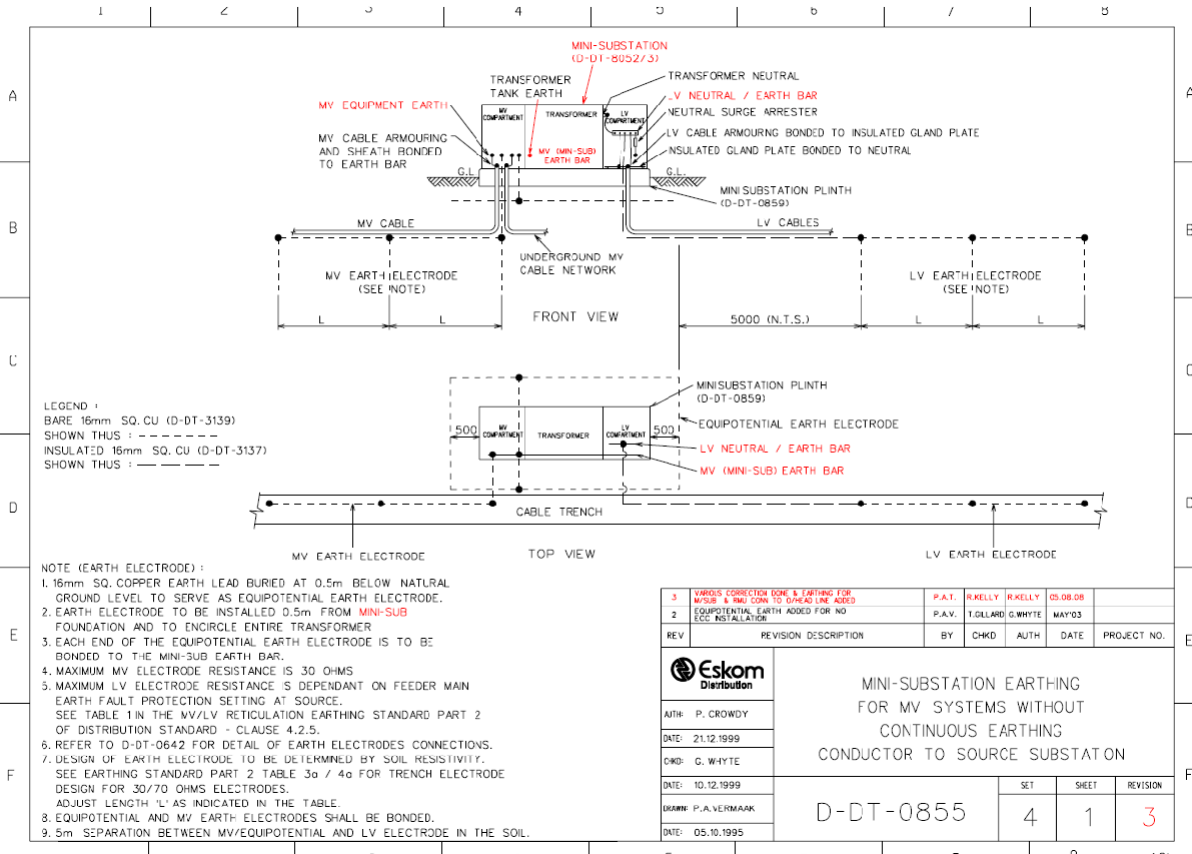
13	UNIVERSAL TYPE 'A' PLINTH DIMENSION CHANGED	P.A.T. SHABIRH K. KELLY	03.12.09		
12	HOLDING DOWN BOLTS ADDED TO SHEETS 6 & 7	P.A.V. R. KELLY R. KELLY	02.11.07		
11	DIMENSION CORRECTED ON SHEETS 3, 4, 6 AND 7	P.A.V. R. KELLY R. KELLY	28.08.07		
REV	REVISION DESCRIPTION	BY	CHKD	DATE	PROJECT NO.
TYPE 'B' MINI-SUBSTATION WITH CABLE FRONT ENTRY R.M.U. PLINTH DETAILS (CAST ON SITE)					
AUTH: P. CHOWJY		DATE: 12/18/1999		SET	SHEET
CHKD: G. WHYTE		DATE: 12/18/1999		7	6
DRAWN: P. VERMARK		DATE: 30/04/1999			13
D-DT-0859					

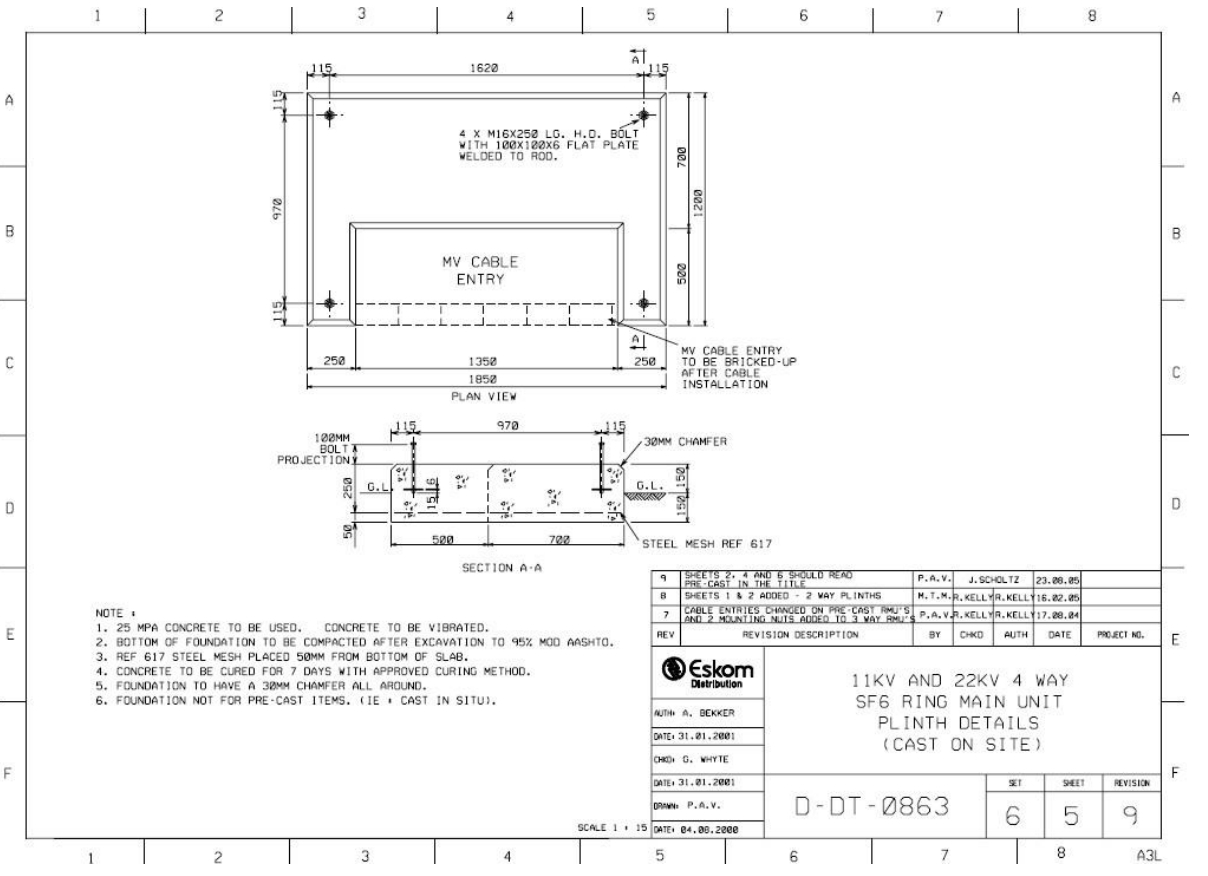
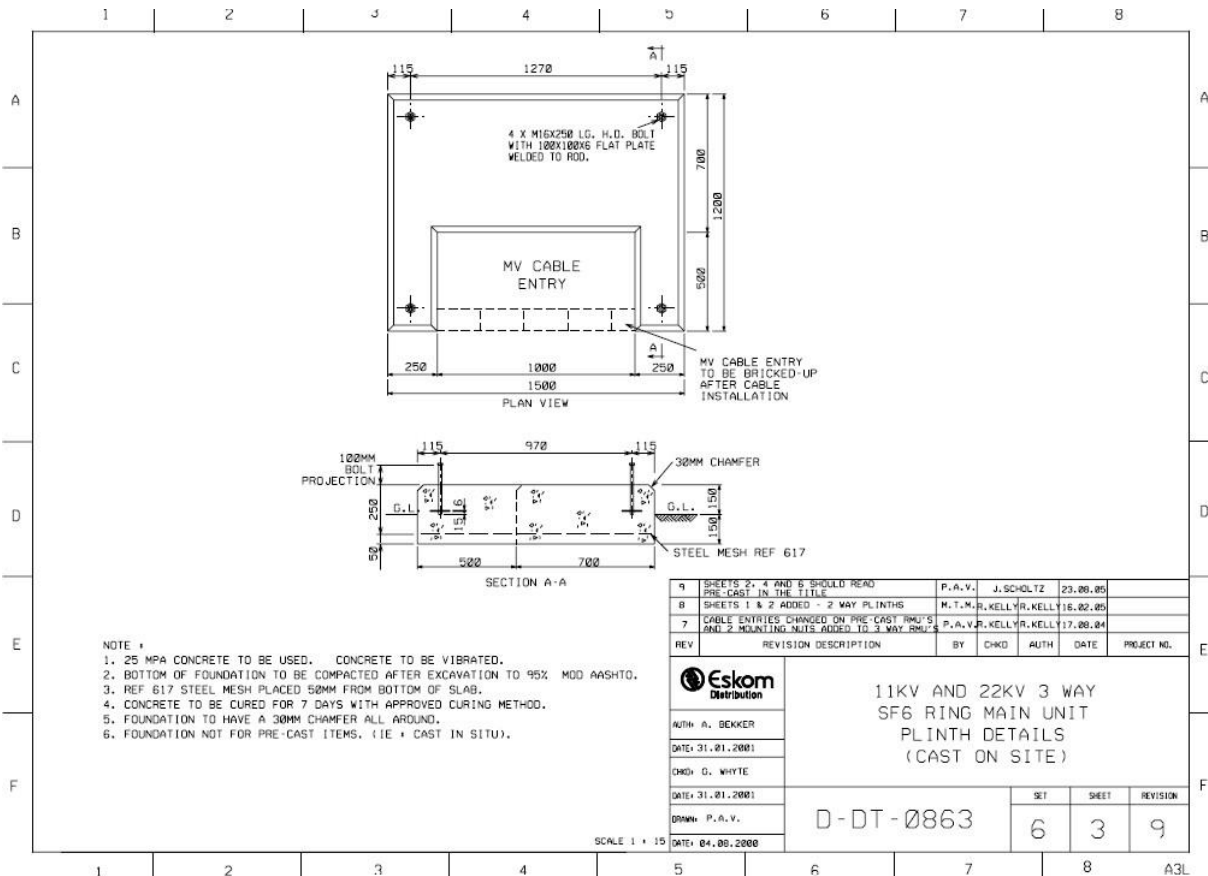


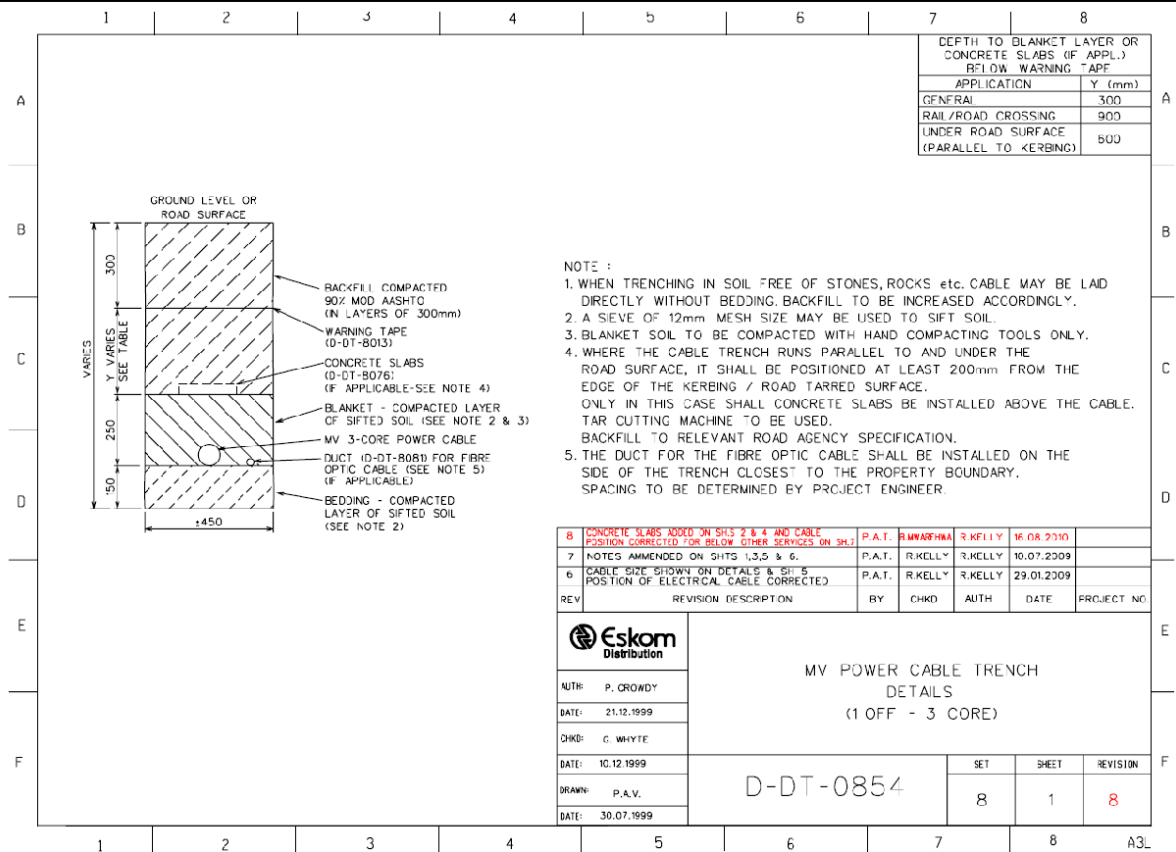
3	AL. PLATE AND RECESS CLARIFIED	P.A.T.	R. KELLY	R. KELLY	07.07.2009	
2	LOGO CHANGED AS PER NEW CORPORATE ID	PBM	P.A.V.	P.A.V.	12.11.04	
1	DIMENSIONS REDUCED	P.A.V.	G.WHYTE	P. CROWDY	09.01.01	
REV	REVISION DESCRIPTION	BY	CHKD	AUTH	DATE	REF. DWGS
AUTH:	P. CROWDY	DATE:	21.09.1999			SAP No:
CHKD:	G. WHYTE	DATE:	16.09.1999			
DRAWN:	P.A. VERMAAK	DATE:	30.07.1999			
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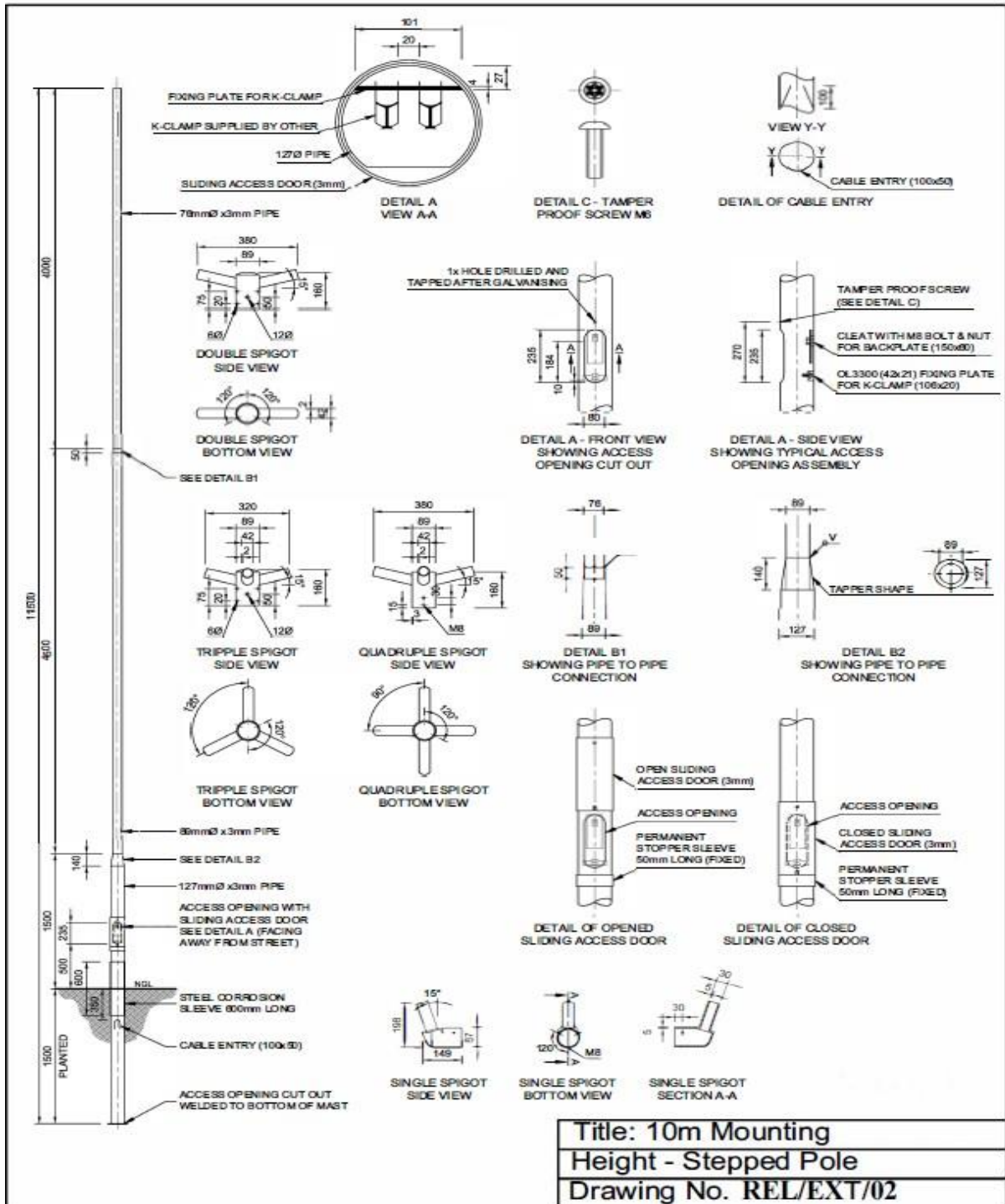


SAP MATERIAL No.:	0171426						
SHORT DESCRIPTION:	CABLE COVER,PVC ORG/BLK 450Wx300m D8013						
TECH. DESCRIPTION:	<p>CABLE COVER SHEETING * MATERIAL : PLASTIC * GAUGE : 200 MICRONS * 450mm WIDE * LPDE PRINTING * COLOUR : ORANGE BACKGROUND WITH BLACK WRITING * LETTERING : 45mm HIGH WITH 7mm STROKE (BLACK) * SUPPLIED IN 300m ROLL = APPROXIMATELY 22kg's * FOR USE ABOVE BURIED MV AND LV CABLES * BASE UMC : KILOGRAMS (kg) * PURCHASING UMC : KILOGRAMS (kg) * ALTERNATE UMC (ISSUING / POWER OFFICE) : EACH (1 EA = 22kg = 300m) * ESKOM DRAWING No. D-DT-8013 *</p>						
ITEM	:- CABLE COVER,PVC ORG/BLK 450 WIDEx300m						
MATERIAL SPECIFICATION	:-						
CORROSION SPECIFICATION	:-						
STANDARD SPECIFICATION	:- SANS 1186, SANS 1091						
ESKOM SPECIFICATION	:- D-DT-8013						
TEST & CERTIFICATION REQUIREMENTS	:-						
INSPECTION	Yes	No	ESKOM RELEASE NOTE		Yes No		
IDENTIFICATION:- INDELIBLE MANUFACTURES TRADEMARK & PART No. ON ALL ITEMS							
5	400x1000 CABLE COVER ADDED	P.A.T.	B.MAIWAREHWA	R.KELLY	03.03.2011		
4	UMC DETAILS ADDED	P.A.T.	R.KELLY	R.KELLY	23.05.2008		
3	LOGO CHANGED AS PER NEW CORPORATE ID	PBM	P.A.V.	P.A.V.	12.11.04		
REV	REVISION DESCRIPTION	BY	CHKD	AUTH	DATE	REF. DWGS	
AUTH:	P. CROWDY	DATE:	21.09.2001	SCALE	SAP No:		
CHKD:	B. HILL for G. WHYTE	DATE:	17.09.1999	NTS	0171426		
DRAWN:	P.A. VERMAAK	DATE:	30.07.1999	CAD REF:	SET	SHEET	
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				FILE No:	REV		
				8013	5		
						D-DT-8013	

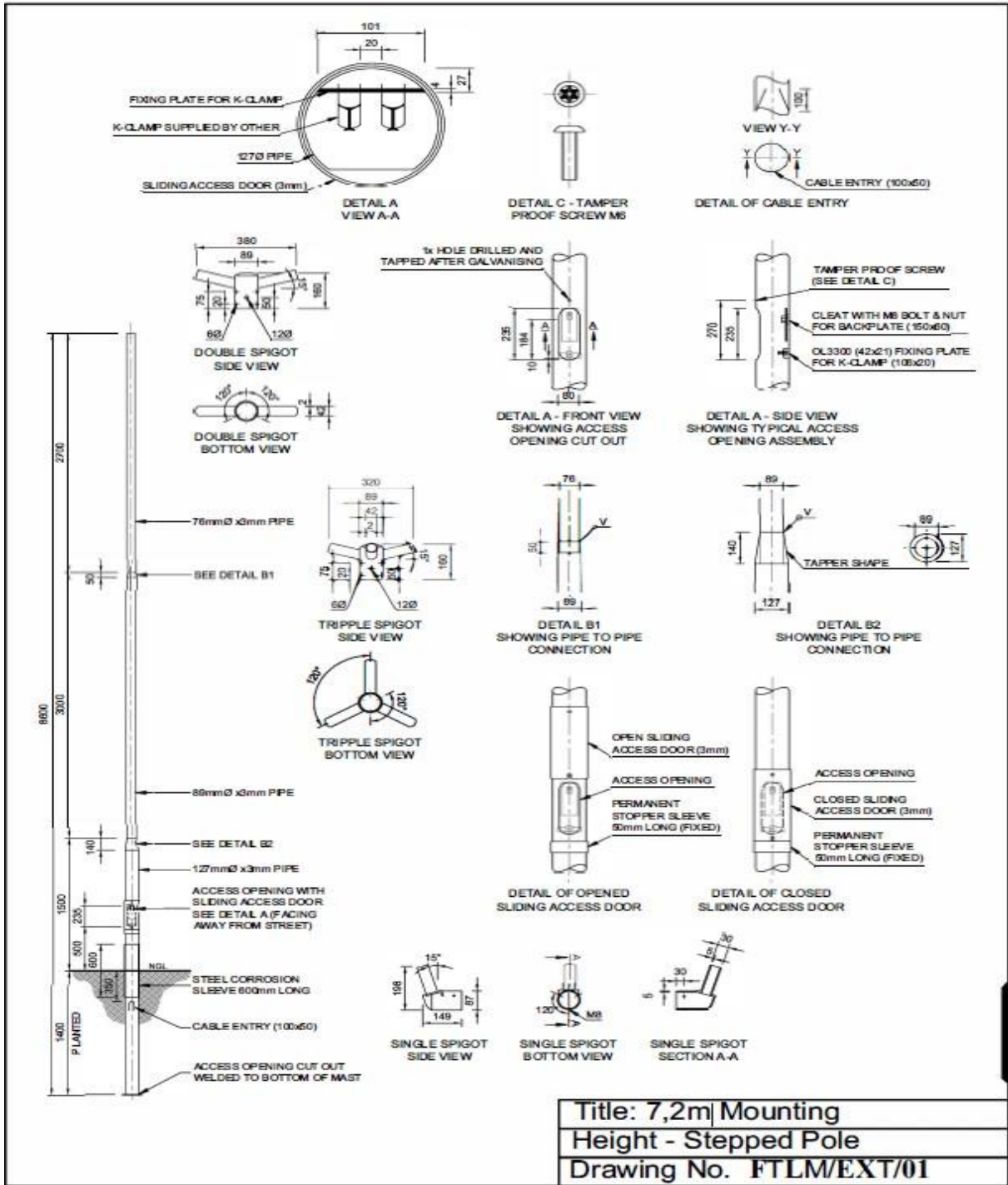








Title: 10m Mounting
 Height - Stepped Pole
 Drawing No. REL/EXT/02



C7: 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 an 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.

C7.1: TERMS OF WORK

- 7.1.1 Workers on EPWP are employed on a temporary basis or contract basis.

C7.2: NORMAL WORKING HOURS

- 7.2.1 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.

7.2.2 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.

7.2.3 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

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

7.3.2 An employer and worker may agree on longer meal breaks.

7.3.3 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.

7.3.4 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.

C7.4: SPECIAL CONDITIONS FOR SECURITY GUARDS

7.4.1 A security may work up to 55 hours per week and up to eleven hours per day.

7.4.2 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.

C7.5: 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.

C7.6: 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").

C7.7: WORK ON SUNDAYS & PUBLIC HOLIDAYS

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

7.7.2 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.

7.7.3 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

C7.8: SICK LEAVE

7.8.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

7.8.2 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.

7.8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

7.8.4 Accumulated sick-leave may not be transferred from one contract to another contract.

7.8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

7.8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

7.8.7 An employer must pay a worker sick pay on the worker's usual payday.

7.8.8 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.

7.8.9 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.

7.8.10 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.

C7.9: MATERNITY LEAVE

7.9.1 A worker may take up to four consecutive months' unpaid maternity leave.

7.9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

7.9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

7.9.4 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.

7.9.5 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.

7.9.6 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.

C7.10: FAMILY RESPONSIBILITY

- 7.10.1 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.

C7.11: STATEMENT OF CONDITIONS

- 7.11.1 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.
- 7.11.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 7.11.3 An employer must supply each worker with a copy of these conditions of employment.

C7.12: KEEPING RECORDS

- 7.12.1 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.
- 7.12.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

C7.13: PAYMENT

- 7.13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 7.13.2 A worker may not be paid less than the minimum EPWP rate of R111.76 per day or per task. This will be adjusted annually on the 1st November in line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- 7.13.3 A task-rated worker will only be paid for tasks that have been completed.
- 7.13.4 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.
- 7.13.5 A time-rated worker will be paid at the end of each month.
- 7.13.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 7.13.7 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.
- 7.13.8 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.
- 7.13.9 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
- 7.13.10 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.

C7.14: DEDUCTIONS

- 7.14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 7.14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 7.14.3 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.
- 7.14.4 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.

C7.15: HEALTH AND SAFETY

- 7.15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 7.15.2 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.

C7.16: COMPESATION FOR INJURIES AND DISEASES

- 7.16.1 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.
- 7.16.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 7.16.3 The employer must report the accident or disease to the Compensation Commissioner.
- 7.16.4 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.

C7.17: TERMINATION

- 7.17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 7.17.2 A worker will not receive severance pay on termination.
- 7.17.3 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.
- 7.17.4 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.
- 7.17.5 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.

C7.18: CERTIFICATE OF SERVICE

- 7.18.1 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.