UMKHANYAKUDE DISTRICT MUNICIPALITY

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS

TENDER NUMBER: SCMU010/2026/2027

CIDB CATEGORY: 4EP OR HIGHER

Name of Bidder: _____

Price Offered (incl VAT): _____

Close Date.: _____

Central Supplier Database No.: _____

Tender Box Located: UMkhanyakude District Municipality

The Municipal Manager
UMkhanyakude District Municipality
Harlingen No. 13433, Kingfisher Road,
Mkuze, Kwa-Zulu Natal, South Africa

Tel:(035) 573 8600
Fax:(035) 573 1094

UMKHANYAKUDE DISTRICT MUNICIPALITY

TENDER NUMBER: SCMU010/2026/2027

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS

GENERAL BID INFORMATION

ESTIMATED CIDB CONTRACTOR GRADING	:	4EP or Higher
DATE AND TIME FOR COMPULSORY MEETING	:	Thursday,26 November 2026,11h00am
VENUE FOR COMPULSARY MEETING	:	UMkhanyakude District Municipality(Main Office) Council Chamber
CLOSING DATE	:	Friday, 04 December 2026
CLOSING TIME	:	12h00 noon
TECHNICAL DEPARTMENT	:	**Contact** Mr. V. Khumalo Email: velakhums@gmail.com Telephone: 035 573 8600
SCM DEPARTMENT	:	**Contact** Mr. S.B. Buthelezi Email: siya@ukdm.gov.za Telephone: 035 573 8600
CLOSING VENUE	:	***Tender Box at the foyer*** UMkhanyakude District Municipality, on Harlingen No. 13433, Kingfisher Road, Mkuze, KwaZulu Natal, South Africa
INSTRUCTIONS	:	Insert one large envelope containing the Bid Documents (completed in all respects ensure that all blank spaces provided in the bidding document are duly completed, no section or field requiring information should be left blank. Where a particular section is not applicable, bidders must clearly indicate not applicable.) (including C.1.1 Form of Offer) plus any additional supporting documentation into the tender box.

UMKHANYAKUDE DISTRICT MUNICIPALITY

BID NO.: TENDER NUMBER: SCMU010/2026/2027

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS.

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Part T2: Returnable Documents			
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ANNEXURES			
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The Tenderer shall also satisfy himself that this document is complete in accordance with the above contents and if any pages are found to be missing, or duplicated, shall immediately request the Engineer to rectify the discrepancy. No liability will be admitted by the Employer in respect of errors in the Tenderer's Offer due to the foregoing.Tenderer must make sure that every page of this tender document do have signed initials

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NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS BY PEN IN **BLACK INK**

UMKHANYAKUDE DISTRICT MUNICIPALITY

TENDER NUMBER: SCMU010/2026/2027

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS

PROCUREMENT DOCUMENT

FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The CONTRACT consists of seven parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data**;
- **C3: Works information**
- **C4: Site Information**
- **C5: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]

Name of Contractor submitting the tender: .....

Tender amount *(as stated in the Form of Offer):* R.....

Alternative Tender offered? ..... (*Yes / No*)

If “Yes” state amount: R .....

Specified Time for Completion: 4 months

Alternative Time for Completion offered? …….. *(Yes / No)*

If "Yes", state time offered .....

Details of contact person:

Name *(Print):* .....

Telephone No: .....…..... Fax No: ……..……..……...

E-mail address*:* .....

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

SIGNATURE*:* .....
(Of person authorised to sign the tender)

TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

T1: TENDERING PROCEDURES

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

UMKHANYAKUDE DISTRICT MUNICIPALITY
CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS

Project Name	Bid Number	Grading	Compulsory Briefing	Closing dates
CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS	SCMU010/2026/2027	4EP or Higher	Thursday,26 November 2026 at 11:00am, at UMkhanyakude District Municipality(main office) council chamber	Friday 04 December 2026 @ 12H00 Noon

Bid document must be sealed in an envelope marked with the relevant: **"Project Name and Bid Number",** and must be deposited in the tender box situated outside the reception area: UMkhanyakude District Municipality Harlingen No. 13433, Kingfisher Road, where bids will be opened in public. The UMkhanyakude District Municipality subscribes to the Preferential Procurement Framework Act, Act 5 of 2000, 80/20 or 90/10 preference points system will apply. 80/20 preference point scoring system, with 80 points for price and 20 points for Specific Goals for tenders with the value R50 million and below, or 90/10 preference point scoring system, with 90 points for price and 10 points for Specific Goals for tenders of value above R50 million. uMkhanyakude District Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its regulations, 2022.

The closing time for receipt of tenders is at 12h00 noon on Friday, 04 December 2026. Only tenders deposited into the official tender box by the closing time and date will be accepted. Tenders **together with USB** (with the scanned completed tender document), completed as prescribed, shall be sealed in an envelope marked "Tender No. SCMU 010/2026/2027 and deposited in the official tender box in the foyer of Harlingen No.13433, Kingfisher Road, Mkuze, KwaZulu Natal. The municipality will not be held responsible for any tenders delivered by courier services.

For all tenders awarded exceeding **R3.5m, 10%** must be subcontracted to an EME or QSE which is at least 51% owned by black people who are within UMkhanyakude District Municipality.

The employment of local labour shall be sourced within the wards of the UMkhanyakude District Municipality in terms of EPWP. Prices tendered must be firm and inclusive of VAT.

Bids shall be valid for a period of **120** days after closing date of the tender. The UMkhanyakude District Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action**, BIDDERS SHALL BE REGISTERED ON CENTRAL SUPPLIER DATABASE (CSD).**

Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances, be considered.
Only bidders registered with Central Supplier Database will be considered.

Enquiries regarding this notice may be directed as follows:

Technical Enquiries : **Mr Vela Khumalo** - **035 573 8600**

SCM Enquiries : **Mr S.B. Buthelezi** **- 035 573 8600**

DR N.J SIBEKO
MUNICIPAL MANAGER

MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMKHANYAKUDE DISTRICT MUNICIPALITY					
BID NUMBER:	SCMU010/2026/2027	CLOSING DATE:	04 December 2026	CLOSING TIME:	12H00 Noon
DESCRIPTION	**CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
UMKHANYAKUDE DISTRICT MUNICIPALITY HARLINGEN NO. 13433, KINGFISHER ROAD MKUZE, KWAZULU NATAL, SOUTH AFRICA					

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**	
SIGNATURE OF BIDDER	……		**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

SCM INFORMATION MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
CONTACT PERSON	Mr S.B. Buthelezi	CONTACT PERSON	MR Vela Khumalo
TELEPHONE NUMBER	035 573 8600	TELEPHONE NUMBER	035 573 8600
FACSIMILE NUMBER	035 573 1094	FACSIMILE NUMBER	035 573 1094
E-MAIL ADDRESS	siya@ukdm.gov.za	E-MAIL ADDRESS	velak@ukdm.co.za/ velakhums@gmail.com

MBD1

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……

MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

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

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

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

- Required by: …….
- At: …….

  …….
- Brand and Model …….

....

- Country of Origin

  …….
- .....Does the offer comply with the specification(s)?.. ....*YES/NO
- If not to specification, indicate deviation(s) …….

....

- Period required for delivery …….

....*Delivery: Firm/Not firm

- Delivery basis …….

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

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

*Delete if not applicable

T1.2: TENDER DATA

T1.2.1: STANDARD CONDITIONS OF TENDER

The Conditions of Tender are 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. This document is obtainable separately.

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

The clause and sub-clause in the Standard Condition of Tender are prefixed with letter F which refer to Annex F of SANS 294

Clause No.

F.1.1 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 the 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, will not form part of any contract arising from the invitation to tender.

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 will 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 Contract 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 will not accept or incur any liability to a Tenderer for such cancellation and rejection, but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the Employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligations hereafter:

F.2.1 Eligibility

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the 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 comply with 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. He shall 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 if necessitated as a result of the addenda.

F.2.7 Site visit and clarification meeting

Attend the compulsory site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Tender Offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices 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 for submission of tenders 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

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or alterations or additions 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, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in **black ink**.

F.2.13.3 Submit 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.

F.2.13.4 Sign the original (and all copies, if applicable) 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 signatory 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, if applicable) 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 “technical proposal”. Each envelope shall state on the outside the Employer’s address and identification details stated in the Tender Data, as well as the Tenderer’s name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer’s address and identification details as stated in the Tender Data.

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of 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 being 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 will 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 the Conditions 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 should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

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 being non-responsive.

F.2.18.2 Dispose of samples of materials, where required.

F.2.19 Inspections, tests and analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the 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 EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

F.3.1 Respond to clarification

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

F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.

F.3.3 Return late Tender Offers

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

F.3.4 Opening of tender submissions

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

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

F.3.4.3 Make available the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed.

Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not to 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

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Tender Offer properly received:

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

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

(a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;

(b) change the Employer's or the Tenderer's risks and responsibilities under the contract, or
(c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 Reject a non-responsive Tender Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

1. Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:

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

2. Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in 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

F.3.11.1 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 methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

F.3.11.2 **Method 1**: **In the case of a Financial Offer**:

(a) Rank Tender Offers from the most favourable to the least favourable comparative offer.
(b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.3 **Method 2**: **In the case of a Financial Offer and Preferences**:

(a) Score tender evaluation points for each Financial Offer.
(b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
(c) Calculate total tender evaluation points
(d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
(e) Recommend the 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.

F.3.11.4 **Method 3**: **In the case of a Financial Offer and Quality**:

(a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
(b) Score tender evaluation points for each financial offer.

(c) Calculate the total tender evaluation points.
(d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
(e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5 **Method 4**: **In the case of a Financial Offer, Quality and Preferences:**

(a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
(b) Score tender evaluation points for each financial offer.
(c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
(d) Calculate total tender evaluation points.
(e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
(f) Recommend the 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.

F.3.11.6 Score financial offers, preferences and quality, as relevant,

FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	[1+(P-Pm) / Pm]	P/Pm
2	Lowest price or percentage commission/fee	[1-(P-Pm) / Pm]	Pm/P

Pm = is the comparative offer which is the most favourable
P = is the comparative offer of the tender under consideration

F.3.11.6.1 Scoring quality

Score quality in each of the categories in accordance with the Tender Data and calculate the goal 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 or certificates of insurance (or both) 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 the Tender Offer only if the Tenderer complies with the legal requirements, if any, 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. Provided that 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) addendum 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.

T1.2.2: TENDER DATA

1. GENERAL

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.

Clause No.

F.1.1 The Employer is UMkhanyakude District Municipality.

F.1.2 Tender Document

(a) The Tender Document issued by the employer 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 Compulsory 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
- C1.3: Form of Guarantee
- C1.4: Agreement with adjudicator
- C1.5: Agreement in terms of the OHSA No 85 of 1993

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

Part 5: Annexures

(b) Drawings*:* overview attached on clause 5

(c) "General Conditions of Contract for Construction Works – 2nd Edition 2010 issued by the South African Institution of Electrical Engineering. (Short title "General Conditions of Contract 2010"). This document is obtainable separately, and Tenderers shall obtain their own copies.

(a) "Standard Specifications for Electrical and Industrial Works Association" ECA 2009 Edition. This document is obtainable separately, and Tenderers shall obtain their own copies.

(e) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010). This document is obtainable separately, and Tenderers shall obtain their own copies.

(f) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.

(i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

F.1.4 The Employer's agent is:

Name : ODG Technologies (Pty) Ltd

Address : Msenga Wood Office Park, 17 Msenga Road, Kloof, Durban, 3610

Tel : 031 941 6838 Fax: 086 599 7873

E-mail address: odgtech15@gmail.com

F.2.1 Eligibility

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

i. the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt of fraudulent practices;

ii. the Tenderer does not have the legal capacity to enter into the contract;

iii. 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;

iv. The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;

v. 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;

vi. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes 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 in a contractor-grading equal to a contractor grading designation **4EP OR HIGHER** as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.
Joint ventures are eligible to submit tenders provided that:

vii. every member of the joint venture is registered with the CIDB;

viii. The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

F.2.7 Site visit and Clarification

The arrangements for the compulsory clarification meeting and site inspection are as follows:

Location / Venue: UMkhanyakude District Municipality Harlingen No. 13433, Kingfisher Road, Mkuze, KwaZulu Natal, South Africa. At the Municipal Council Chamber.
Date: **26 November 2026, Thursday**
Starting time**: 11:00am**

Enquiries and confirmation of attendance at least one full working day in advance, in writing, regarding the meeting and site inspection may be directed to:

Mr O. Gcaba,
ODG Technologies (Pty) Ltd

Tel : (031) 941 6838
Fax : (086) 599 7873
E-Mail : odgtech15@gmail.com

F.2.12 Alternative tenders

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 L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

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

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

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

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

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

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

extra time needed for the preparation of an amended contract for signature.

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

F.2.13 Submitting a Tender Offer

F.2.13.1 Tender Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

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.2.13.5 A two-envelope procedure will **not** be followed.

The Employer's address and identification details are as follows:

Location of Tender box:		UMkhanyakude District Municipality at the foyer
Physical address:		Harlingen No.13433, Kingfisher Road, Mkuze, KwaZulu Natal
Identification details	Reference Number	TENDER NUMBER:SCMU010/2026/2027
	Title of Tender	CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS
	Closing Date	04 December 2026, Friday
	Time	12H00 noon

F. 2.15 Closing Time

The closing time for submission of Tender Offers is 04 December 2026 at 12h00noon. Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will **not** be accepted.

F. 2.16 Tender validity

All tenders shall remain valid for a period of one hundred and twenty (120) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. Should the written approval not be received from the Tenderer before the lapsing of the original validity period, the tender shall be considered valid.

Should a Tenderer –

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer; then he shall be liable for and pay to the Employer –
- all expenses incurred in calling for fresh tenders, if it should be necessary.
- the difference between his tender and any less favorable tender accepted either by

fresh tenders being called or by another tender being accepted from those already received.

- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders:

Provided always that the Employer may exempt a Tenderer from the provisions here of, if it is of the opinion that the circumstances justify such exemption.

F.2.19 Inspection, tests and analysis

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

F.2.22 Return of Tender Documents

Not applicable.

F.2.23 Certificates

The following certificates must be provided with the tender:

1. Valid Tax Clearance Certificate
2. Company / CC / Trust / Partnership registration certificates
3. ID certificate(s) of all directors, members and/or shareholders
4. An original valid Tax clearance issued by the South African Revenue Services
5. VAT Registration Certificate
6. 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)
7. Skills Development Levy Certificate
8. Joint venture agreement and power of attorney in case of joint ventures.
9. Contractors CIDB registration certificate.
10. Full Central Supplier Database (CSD) report, not older than three (3) months from the closing date of tender.

F.3.4 Tender Submissions

The time, date and location for the opening of the tender offers are as follows:

Time : **12h00 noon**
Date : **04 December 2026, Friday.**
Location / Venue : **Harlingen No. 13433, Kingfisher Road, Mkuze**

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 procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences.

F.3.11.5 **Method 4: Financial Offer, Quality and Preferences**

a) The procedure for the evaluation of responsive tenders is Method 4 (Financial Offer, Quality and Preferences) and Quality will be evaluated prior to financial and Preference as follows:

Functionality/quality: tender must achieve at least 70% in order to qualify for the second stage. The 80/20 or 90/10 scoring will apply.

The points associated with the comprehensive proposal will be awarded as reflected

in the following table.

No	Description Items	Maximum Potential Score	Points Claimed	Verification Method
1	**SCHEDULE F** **Company Relevant Experience** The company has successfully completed other projects of similar nature 1 -3 projects (10) 3-6 projects (20)	20		Attach signed and certified appointment letters direct from government institution and completion certificate as a proof.
2	**SCHEDULE E** **Ownership** of construction at Plant and Equipment i.e., Crane Trucks registered to the company. 2 or more of crane trucks (30 Points) 2 hired crane trucks (15 Points)	30		Attach logbook or lease agreement as a proof
3	**SCHEDULE P** **Financial Capacity**. Bank rating A&B – 15 points Bank rating C&D – 10 points Bank rating E – 5 points	15		Attach stamped proof of bank rating not older than three months
4	**SCHEDULE J** Construction team composed of the following 1 or more Eskom permit holder (MV/LV) = (5 points) 1 or more accredited C.O.W (MV/LV) = (5 points) 3 or more Linesman's with valid certificate in line construction= (5 points) 1 or more Health and safety officer 2-3 years Electrical construction projects = (5 points)	20		Certificate to be attached.
5	**SCHEDULE X** The method statement must include the following subheading: Approach Method, Time Frames, Activities (in construction sequence), Construction Administration, Quality Management, Health and Safety and Skills Transfer	15		Brief (10 Pages Maximum)
	TOTAL SCORED	**100**	/100	

NB: Bidders are required to submit supporting documents to score full point.

BIDDER MUST SCORE AT LEAST 70% FOR QUALITY, TO QUALIFY FOR FURTHER EVALUATION

Quality shall be scored independently by not less than three evaluators in accordance with the following schedules

Evaluation Schedule:	Experience of the Bidder
Evaluation Schedule:	Qualifications of Foreman and Site Agent
Evaluation Schedule:	Experience of Site Agent
Evaluation Schedule:	Construction Method Statement

The scores of the evaluators will then be averaged, weighed and totaled to obtain the final score for quality.

b) Tenderers qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive tenders (Price and preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system:

For Contracts exceeding a point value of R 50 000 000-00

- 90 points are assigned to price; and
- 10 points are assigned to preferences.

For Contracts not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

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

Where:

Nfo = number of tender evaluation points awarded for the financial offer.
W1 = 90 points for rand value over R 50 000 000-00.
Pm = the rand value of the lowest comparative offer.
P = the rand value of the Tender Offer under consideration.

c) Scoring Preferences

The tenderer is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also www.sanas.co.za for details of accredited Verification Agencies.

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2009) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Table F.2: Preference Points level of contributor

PREFERENCE SYSTEM				
PRICE		**90**	**80**	
SPECIFIC GOALS	**Ownership**	**10**	**20**	
Specific Goal		**Sub-Points**		**Documents Required to Claim These Points.**
Enterprise owned by Black People	51% ≥ to ≤100% ownership	2	4	**Certified ID Copies / CSD Full Report / Shareholder certificate**
	0% ≥ to ≤ 50% ownership	0	0	
Enterprise owned by Women	51% ≥ to ≤100% ownership	2	4	**Certified ID Copies / CSD Full Report / Shareholder certificate**
	0% ≥ to ≤ 50% ownership	0	0	
Enterprise owned by Youth	51% ≥ to ≤100% ownership	2	4	**Certified ID Copies / CSD Full Report / Shareholder certificate**
	0% ≥ to ≤ 50% ownership	0	0	
Enterprise owned by Disabled Persons	51% ≥ to ≤100% ownership	2	4	**Medical Certificates Signed By Medical Practitioner**
	0% ≥ to ≤ 50% ownership	0	0	
Enterprise owned by SMME's – QSE and EME		2	4	**CSD Full report**
		0	0	

Total Scores for Financial and Preference

The points scored for a tenderer in respect of Price must be added to the points scored for the preferences. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy of the UMkhanyakude District Municipality.

F.3.12 Acceptance of Tender Offer

F.3.12.1 **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.

(b) A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the tender invalid.

(b) A valid original Tax Clearance Certificate is included with his tender.

(c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his tender submission.

(d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.

(e) The Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection.

(f) 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 Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.

(g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission.

(h) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges

(i) The tenderer or any of its directors 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:
(i) Abused the Employer's Supply Chain Management System; or
(ii) Failed to perform on any previous contract and has been given a written notice to this effect.

F.3.13 **Copies of Contract**
The number of paper copies of the signed contract to be provided by the Employer is ONE.

T2 : RETURNABLE DOCUMENTS

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THAT WILL BE INCORPORATED INTO THE CONTRACT T.90

T2.2.3: PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER T.93

T2.1 LIST OF COMPULSARY RETURNABLE DOCUMENTS

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever

All the documents that will eventually form part of the contract are listed in the Tender Data. Returnable schedules and forms are included in T2.2 hereafter.

The list of returnable documents comprise the following: tick ☐

1. RETURNABLE SCHEDULES AND OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Details of Registration with CIDB ..... ☐
- Certificate of Attendance at Compulsory Site Meeting ..... ☐
- Certificate of Authority for Signatory and Registration/ID ..... ☐
- Tenderer's Financial Standing ..... ☐
- Bank Confirmation Letter ..... ☐
- VAT Registration Certificate…….. ☐
- Proof of municipal accounts / affidavit / proof of residence signed by ward councilor (for those residing in rural areas) / lease agreement…… ☐
- CSD Full Report not older than 3 months ..... ☐
- Original Tax Clearance Certificate ..... ☐
- Skills Development Levy Certificate..... ☐
- Workmen's Compensation Registration Certificate ..... ☐
- Schedule of Similar Work Undertaken..... ☐
- Compulsory Enterprise Questionnaire ..... ☐
- Declaration of Interest..... ☐
- Company / CC / Trust / Partnership / registration certificates..... ☐
- Health and Safety Declaration ..... ☐
- ID certificate(s) of all directors, members and/or shareholders ..... ☐
- Joint Venture Agreement and Power of attorney in case of Joint Ventures ....☐
- Form of intent by bank or insurance company to provide a performance guarantee. ..... ☐
- Audited annual financial statement for the last financial three years……..……☐
- Letter of good standing for compensation for occupational injuries and disease act, 1993. (act no. 130 of 1993)
- Project Specific Methodology……..... ……..☐

Note: Tenderer to tick off each box to ensure that the necessary schedules and documents have been filled in and are included into the tender document.

T2.2 RETURNABLE SCHEDULES AND FORMS

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES.

A CERTIFICATE OF ATTENDANCE AT SITE MEETING

B COMPULSORY ENTERPRISE QUESTIONNAIRE

C RECORD OF ADDENDA TO TENDER DOCUMENTS

D CERTIFICATE OF AUTHORITY FOR SIGNATORY

E PLANT AND EQUIPMENT

F EXPERIENCE OF TENDERER

G PRESENT COMMITMENTS

H PROPOSED SUBCONTRACTORS

I KEY PERSONNEL

J CURRICULUM VITAE OF KEY PERSONNEL

K PRELIMINARY PROGRAMME

L AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

M CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION

N CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

O TAX CLEARANCE CERTIFICATE

P TENDERER’S FINANCIAL STANDING

Q FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

R DECLARATION OF INTEREST

S RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

U. ESTIMATED MONTHLY EXPENDITURE

V. AUDITED A INDEPENDENTLY REVIEWED ANNUAL FINANCIAL STATEMENTS NOT OLDER THAN THREE YEARS.

W. LETTER OF GOOD STANDING FOR COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)

X. PROJECT SPECIFIC METHODOLOGY

- DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
- COPY OF CANCELLED CHEQUE FOR COMPANY OR LETTER FROM THE BANK
- CERTIFICATE OF INDEPENDENT BID DETERMINATION
- SKILLS DEVELOPMENT LEVY CERTIFICATE
- WORKMEN’S COMPENSATION REGISTRATION CERTIFICATE
- UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE
- FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the

best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Preferential Procurement Schedule in T2.2.2.

The following schedules and forms may or will be incorporated into the Contract:

- PLUS, THE PREFERENTIAL PROCUREMENT SCHEDULE AND AFFIDAVIT IN T2.2.2

A. CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that *(tenderer)*

.....

of *(address)* .....

.....……..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at Umkhanyakude District Municipality's offices on the 26 November 2026 starting at 11H0**0am**

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: .....…….....

Municipal Date Stamp

B: 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 three partners.

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

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

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

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

Name of sole proprietor, partner, directors, manager, principal shareholder or stake holder	**Name of institution, public offices, 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 sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

Name of spouse, child or parent	**Name of institution, public offices, 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 dully authorised to do so on behalf of the enterprise:

i. authorises 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 neither the name of the enterprise or the name of any partner, manager, director or other persons, 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 Combatting 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, has within the last five years been convicted of fraud or corruption;
iv. confirms that I/we am/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; and
v. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

Name: _____ Position: _____

Enterprise name: _____

C: 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		
6		
7		
8		
9		
10		

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

D: CERTIFICATE OF AUTHORITY

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.

Chairman: .....

As Witnesses: 1.....

2.....

Date: .....

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as .....hereby authorize 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.

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.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom 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.

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 whom 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.....

2. .....

Date: .....

COMPANY REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Certified Copies of Registration for Companies, Close Corporation and Partnerships, or Agreements and Power of Attorney for Joint Ventures, or ID Documents for Sole Proprietors, all as referred to in the foregoing forms and T2.1 to be inserted here]

E: 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 if my / our tender is accepted.

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

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

DESCRIPTION ***(type, size, capacity etc.)***	**QUANTITY**	**YEAR OF MANUFACTURE (Attach certificates)**

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 accepted

DESCRIPTION ***(type, size, capacity etc.)***	**QUANTITY**	**HOW ACQUIRED**	
		HIRE/ BUY	**SOURCE**

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

1 Authorized Persons

1.1 High Voltage Authorisation

name	ID Number	Permit Expiry (Proof - attach copies)	Permit/Certificate Date / No

1.2 LV Switching

name	ID Number	Permit Expiry (Proof - attach copies)	Permit/Certificate Date / No

2 Eskom Mersey Accredited Linesman:
(Minimum requirement is one Eskom Mersey Accredited Linesman per team)

team No	name	ID Number	Permit Expiry (Proof - attach copies)	Permit/Certificate Date / No
1				
2				
3				
4				
5				
6				
7				

Important Note (Items 1 & 2):
Copies of Identity and Documents and Permits / Certificates must be forwarded with tender submission. Any changes to the above must be approved by the Employer`s Representative.

3 Safety Representatives:

Name	ID Number	Course / Certificate (attach copies)

4 First Aiders

Name	ID Number	Course / Certificate (attach copies)

5 Tools & Equipment

Item	Serial No	Calibration Certificate (Proof – attach certificates)	Expiry

6 Vehicles

Make	Model	Registration No. (Attach certificates)

Note: By submitting bids, Bidders would be deemed as having confirmed permanent availability of the proposed staff should their bid be successful or undertake to propose alternative staff of equivalent experience to those originally listed should that not be the case. Failure to do this may result on the awarded bid being reviewed and the bidder may risk proposal being set aside.

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

F: EXPERIENCE OF TENDERER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

The following is a statement of work of similar nature recently successfully executed by myself/ ourselves

Bidders shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their Bid is submitted. Failure to complete this Schedule will be taken to indicate that the Bidder has no experience in this class of work. Minimum of three referees is required.

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

Attach additional pages if more space is required.

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

G: PRESENT COMMITMENTS

The following are list of contracts or tenders that I or we are currently committed to complete.

Employer and Contract Description	Contract Amount	Duration and Completion Date	Consulting Engineer

Signature: ..... Date: .....
(*Of person authorised to sign on behalf of the Tenderer*)

H: PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of 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.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

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

T2.1:

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

J: CURRICULUM VITAE OF KEY PERSONNEL

SITE AGENT	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

Certification:

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

Date: ..... Signature: .....

The tenderer must countersign indicating agreement with the contents of this form.

Date: ..... Signature of Tenderer: .....

FOREMAN	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

Certification:

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

Date: ..... Signature: .....

The tenderer must countersign indicating agreement with the contents of this form.

Date: ..... Signature of Tenderer: .....

K: PRELIMINARY 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 tenderer shall attach a preliminary programme, to this schedule.

Details of the preliminary programme shall be appended to this Schedule and electronic copy shall be emailed to all bidders.

Number of additional sheets appended by the tenderer to this Schedule …… (If nil enter NIL)

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

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

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

M: 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

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

T2.1:

CONTRACTOR'S SAFETY PLAN

[The Tenderer shall attach to this page (or submit it separately) 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 Form J and in T2.1]

N: PROOF OF CIDB REGISTRATION

[The Tenderer shall attach hereto the Contractor's CIDB Registration Certificate. Failure to submit the certificate with the tender will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender]

O: TAX CLEARANCE CERTIFICATE

The tenderer is to attach **TAX PIN COMPLIANCE STATUS** issued by the South African Revenue Service (SARS) to this page.

Each party to a Joint Venture must submit a separate **TAX PIN COMPLIANCE STATUS** issued by SARS.

Failure to submit TAX PIN COMPLIANCE STATUS may invalidate the tender.

If company is a VAT vendor a copy of the VAT certificate must be inserted here, unless reflected in the Tax Clearance Certificate.

P: TENDERER'S FINANCIAL STANDING

In terms of Clause 9.2 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: .....

Name of Bank: .....Branch: .....

Account number: .....Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (*at bank):*

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

Q: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[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].

R: DECLARATION OF INTEREST (MBD 4)

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

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

3.1 Full Name: ……

3.2 Identity Number: ……

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

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

3.6.1 If so, furnish particulars.

……

……

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

3.7.1 If so, furnish particulars.

……

……

∗ MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any Umkhanyakude District Municipalityor municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

3.8	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	**YES / NO**
3.8.1	If so, furnish particulars.	
	……	
	……	
3.9	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	**YES / NO**
3.9.1	If so, furnish particulars	
	……	
	……	
3.10	Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?	**YES / NO**
3.10.1	If so, furnish particulars.	
	……	
	……	
3.11	Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?	**YES / NO**
3.11.1	If so, furnish particulars.	
	……	
	……	

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

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

4. DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 90/10 or 80/20 preference point system.

b) Either the 90/10 or 80/20 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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	**100**	**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 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

PREFERENCE SYSTEM				
PRICE		**90**	**80**	
SPECIFIC GOALS	**Ownership**	**10**	**20**	
Specific Goal		**Sub-Points**		**Documents Required to Claim These Points.**
Enterprise owned by Black People	51% ≥ to ≤100% ownership	2	4	**Certified ID Copies / CSD Full Report / Shareholder certificate**
	0% ≥ to ≤ 50% ownership	0	0	
Enterprise owned by Women	51% ≥ to ≤100% ownership	2	4	**Certified ID Copies / CSD Full Report / Shareholder certificate**
	0% ≥ to ≤ 50% ownership	0	0	
Enterprise owned by Youth	51% ≥ to ≤100% ownership	2	4	**Certified ID Copies / CSD Full Report / Shareholder certificate**
	0% ≥ to ≤ 50% ownership	0	0	
Enterprise owned by Disabled Persons	51% ≥ to ≤100% ownership	2	4	**Medical Certificates Signed By Medical Practitioner**
	0% ≥ to ≤ 50% ownership	0	0	
Enterprise owned by SMME's – QSE and EME		2	4	**CSD Full report**
		0	0	

NB: No points will be claimed by the bidder if it fails to submit proof required to score points for specific goals

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: ……

……

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold

QNT	DESCRIPTION OF GOODS	Stipulated minimum threshold 100%
50		
50		

3. Does any portion of the goods or services offered have any imported content?
(***Tick applicable box***)

YES		NO	

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Institution):
.....
NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2 ……

DATE: ……..

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..……

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

2. An official order indicating service delivery instructions is forthcoming.

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

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

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

SIGNED AT …… ON ……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ….……

2 …..……

DATE: ……..

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the UMkhanyakude District Municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the ODG Technologies / municipal entity, or to any other UMkhanyakude District Municipality/ municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the UMkhanyakude District Municipality/ municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

……... **……..**
Signature **Date**

……. **……..**
Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS
in response to the invitation for the bid made by:
UMKHANYAKUDE DISTRICT MUNICIPALITY

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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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.

MBD 9

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

S: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

This serves to conform that m**y municipal rates and taxes are paid up to date and the following is attached to this page:**

1. An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes: Electricity, water, refuse, rates and levies, from the UMkhanyakude District Municipality in which jurisdiction its business is situated.

2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide an original/certified copy of certificate from its landlord certifying that all the tenants' payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date.

3. In the case where it is not possible for a tenderer to obtain the certificate in (2) above from its landlord, the tenderer is required to submit an original/certified copy of the lease agreement for the premises where its business is situated.

BANK CONFIRMATION LETTER

[The Tenderer shall insert here a copy of a bank confirmation for a company or a letter from the Bank confirming the Tenderer's banking details.]

U. CASH FLOW PROJECTION

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10.1 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	**VALUE**
1	R
2	R
3	R
4	R
5	R
6	R
7	R
SUBTOTAL	R
CONTINGENCIES (5%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL (INCLUDING VAT @ 15%)	**R**

V. AUDITED OR INDEPENDENTLY REVIEWED ANNUAL FINANCIAL STATEMENT FOR THE LAST THREE YEARS

[Failure to submit the audited annual financial statement for the past three years will invalidate the tender]

W. LETTER OF GOOD STANDING FOR COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)

[The Tenderer shall attach hereto a certified copy of a Valid Letter of Good Standing]

X. PROJECT SPECIFIC METHODOLOGY

The Tenderer shall attach hereto the Contractor’s project specific methodology.

SKILLS DEVELOPMENT LEVY CERTIFICATE

[The Tenderer's Skills Development Levy Certificate to be inserted here].

WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

[The tenderer's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].

UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE

[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].

FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[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 forthwith upon award of the contract to this tenderer].

T2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

- PERFORMANCE GUARANTEE T79
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2003 ..... T81

1. Invalid Tenders

Tenders shall be invalid, and shall be endorsed and recorded as much as in tender opening records by responsible official (appointed by the Director: Supply Chain Management to pen the tenders) in the following instances:

1. If tender is not sealed:

1.2 The tender is not submitted on the Official Tender Offer:

1.3 If the tender is not completed in non-erasable ink:

1.4 If the tender offer and / or form of offer and acceptance has not been signed:

1.5 If the tender offer and/or form of offer and acceptance is signed but the tenderer is not stated, or is indecipherable: or

2. Non-Responsive Tenders

Valid tenders will be declared non-responsive and eliminated from further evaluation if:

2.1The tenderer has been in the register for the tender defaulters in terms of section 29 of the prevention and combating or corrupting activities act, 12 of 2004 or has been listed on national treasury database a person prohibited from doing business with the public sector.

2.2 The tenderer has been listed on the UMkhanyakude District Municipality registered of the tender and contract defaulters as contemplated in the UMkhanyakude District Municipality.

2.3 The tenderer does not comply with the general conditions as set out in the UMkhanyakude District Municipality.

2.4 The tenderer has not adhered to the instructions as per the price schedule.

2.5 The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).

2.6 The tenderer has failed to complete and/or sign the required declarations and /or authorizations.

5. Disqualified Tenders

The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:

3.1 Comply with one or more of the provisions contained in the instruction to tenderers:

3.2 Comply with any other terms and conditions of the tender documentation after being called upon to do so:

3.3 Submit an original and valid tax clearance certificate from South African Revenue Services certifying that the taxes of the tenderer are in order or that suitable arrangements have been made with SARS.

PERFORMANCE GUARANTEE

Employer: *(name and address)* .....

.....

.....

Contract No: .....

(Contract title) .....

WHEREAS .....

(Hereinafter referred to as "the Employer") entered into, on the ..... day of ..... 20….,

A Contract with ....

(Hereinafter called "the Contractor") for *(CONTRACT TITLE)* .....

..... At .....

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

AND WHEREAS ..... (hereinafter referred to as the Guarantor) Has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, ...
Do hereby guarantee to the Employer under renunciation of the benefits of division and excussion 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 me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.

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

   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. My/Our total liability in terms hereof shall be limited to the sum of R .....

(In words .....)
(10 % of the tender sum) which amount I/we agree to hold at your disposal.

5. 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.

6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....

.....

7. 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.

IN WITNESS WHEREOF this guarantee has been executed by us at ..... on this ..... day of .....20..……

Signature: .....

Duly authorized to sign on behalf of: *(Guarantor) ....* .....

Address ....

.....

As witnesses:

1. .....

2. .....

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 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 : .....

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

C5: ANNEXURES

CONTRACT

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C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

CONTRACT No.: SCMU010/2026/2027

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS.

The Tenderer, identified in the Offer Signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.
By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:

R ..... (*In words*. .....

.....

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.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;

- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and
(iii) Other (specify)

2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

Signature: *(of person authorized to sign the tender)*: .....

Name: (*of signatory in capitals)*: .....

Capacity: (*of Signatory*): .....

Name of Tenderer: (*organization*): .....

Address: .....

.....

Telephone number: ..... **Fax number:** .....

Witness:

Signature: .....

Name: *(in capitals): .....*

Date: .....

[Failure of a Tenderer to sign this form will invalidate the tender]

B. Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the employer and the bidder 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) (also referred as Part 2)
Part C2: Pricing data (also referred to as Part 3)
Part C3: Scope of work. (also referred as Part 4)
Part C4: Site information (also referred as part 5)

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 bid data and any addenda thereto as listed in the bid schedules as well as any changes to terms of the offer agreed by the bidder 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 deviation from said documents are valid unless contained in this schedule.

The bidder 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 fulfill 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 bidder received one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (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: .....

Name: *(in capitals)* .....

Capacity:.....

Name of Employer *(organization)* .....

Address: .....

.....

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

Date: .....

C. SCHEDULE OF DEVIATIONS

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

1. Subject: ……

Details: …… .....

2. Subject: …… .....

Details: …… .....

3. Subject: ……

Details:…….....

4. Subject: ……

Details: …… .....

5. Subject: ……

Details: ……

6. Subject: ……

Details: …… .....

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

It is expressly agreed that no matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipts 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

FOR THE TENDERER:

Signature: ……..…

Name: ……..

Capacity: ……

Tenderer: ……

……

Witness:

Signature: ……..

Name: ……..

Date: ……

FOR THE EMPLOYER

Signature: ……..…

Name: ……..

Capacity: ……

Tenderer: ……

……

Witness:

Signature: ……..

Name: ……..

Date: ……

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Second Edition, 2010)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email:civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.

The General Conditions of Contract 2010 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

SPECIAL CONDITIONS OF CONTRACT

GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.
The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2010, and an appropriate heading.

CONTRACT DATA *(Applicable to this contract)*

DATA TO BE PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

Part 01: DATA BY EMPLOYER

1.1.1.13 The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.

1.1.1.14 The time for achieving Practical Completion is 4 months measured from the Commencement Date, including special non-working days.

1.1.1.15 **Name of Employer: UMKHANYAKUDE DISTRICT MUNICIPALITY**

1.1.1.26 The Pricing Strategy is Fixed Price

1.2.1.2 **Address of Employer**:
Physical Address:
UMkhanyakude District Municipality
Harlingen No. 13433, Kingfisher Road,
Mkuze, KwaZulu Natal, South Africa

The employer is represented by: Vela Khumalo

E-mail Address: velak@ukdm.gov.za
Telephone No: (035) 573 8600
Fax No: (035) 573 1094

1.1.1.16 **Name of Engineer**: ODG TECHNOLOGIES (PTY) LTD

1.2.2 **Address of Engineer**:
Physical Address: ODG TECHNOLOGIES (PTY) LTD
Msenga Wood Office Park, 17 Msenga Road, Kloof, Durban, 3610

The Engineer is represented by: MR. O. Gcaba
E-mail Address: odgtech15@gmail.com

Telephone No: (031) 941 6838
Mobile No: (073) 792 3721
Fax No: (086) 599 7873

3.1.3: The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Nominating the Engineer's Representative in terms of Clause 3.2.1.
2. Delegation of Engineer's authority in terms of Clause 3.2.4.
3. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
4. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.
5. The issuing of an instruction to acVuyanirate progress in terms of Clause 5.7.

6. Granting permission to work during non-working times in terms of Clause 5.8.1.
7. The issuing of further drawings or instructions in terms of Clause 5.9
8. Suspend the progress of the works in terms of Clause 5.11.1.
9. The approval of any extension of time for completion in terms of Clause 5.12.
10. The reduction of a penalty for delay in terms of Clause 5.13.2.
11. The issuing of a variation order in terms of Clause 6.3.2.
12. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
13. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.
14. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.
15. The agreeing of an extension to the 28-day period in terms of Clause 10.1.5.1.
16. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

5.3.1 The Contractor shall commence executing the Works within 14 days of the Commencement Date.

5.3.2 The documentation required before commencement with Works execution are:

i) Health and Safety Plan (*Clause 4.3*)
ii) Initial Programmed (*Clause 5.6*)
iii) Surety (*Clause 6.2*)
iv) Insurance (*Clause 8.6*)
v) Letter of good standing for and C.O.I.D.A (Workman's Compensation).
vi) Proof of Notification for construction works to the Department of Labor

The documentation required before commencement with Works execution is to be submitted within 14 days of the Commencement Date.

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

5.6.1 The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

5.8.1 The non-working days are Sundays.
The special non-working days are the construction industry yearend break and the following statutory public holidays as declared by National Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.

The construction industry yearend break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.

5.13.1 The penalty for failing to complete the Works is R 1500 per calendar day.

5.16.3 The latent defects period is 1 year

5.9.8 Bid Drawings shall be used for Bid purposes only and shall not be used for construction.
The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

5.12.2.2 Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule?

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

6.10.3 The percentage retention on the amounts due to the Contractor is 10%.

The limit of retention money is 5% of the amount of the tender offer, excluding contingencies and VAT. A Retention Money Guarantee is permitted.

The retention is 10% (half refund on successful completion and handing over of project for operation and 2nd half after 12 months)

8.6.1.1.2 The value of materials supplied by the Employer to be included in the insurance sum is nil.

8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 100 000.00.
Special risk insurance issued by SASRIA is required.
The Contractor is liable to the Employer for loss of or damage to property for any event

8.6.1.3 The limit of indemnity for liability insurance is R10 000 000.00 (ten million rands only) for any single liability claim. Liability insurance shall include spread of fire risk.

10.4.2, 10.7.1 Failing Amicable Settlement and resolution by Adjudication, unresolved Disputes shall be referred to Arbit.

DATA TO BE PROVIDED BY CONTRACTOR

Part 02 DATA BY CONTRACTOR

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

1.2.1.2 **Address of Contractor:**

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

....

....

E-mail: .....

Telephone No: ..... Fax No: .....

6.8.3 The variations in cost of special materials will be based on the following:

Special Material	Unit	Rate or Price
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

C1.3 THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

1. GENERAL

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

The clauses of the Special Conditions of Contract hereafter are numbered *SCC* followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2010, and the applicable heading.

An asterisk (*) placed next to an SCC sub clause number denotes the inclusion of an additional/new sub clause for which no equivalent appears in General Conditions of Contract 2010.

2. VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2010), published by the South African Institution of Electrical Engineering, is applicable to this Contract.

1.1 DEFINITIONS

SCC1.1.15 The *Employer* means: UMKHANYAKUDE DISTRICT MUNICIPALITY

SCC1.1.16 The *Engineer* means: ODG Technologies

SCC1.2.1 Add the following new sub-clauses to Sub-Clause 1.2.1:

SCC1.2.1.3* sent by facsimile irrespective of it being during office hours or otherwise;

SCC1.2.1.4* posted to the addressee and delivered by the postal authorities; or

SCC1.2.1.5* delivered by a courier service and signed for by or on behalf of the addressee;

In the second sentence of the last paragraph of sub-clause 1.2.1 and after the word *addresses* insert *and/or facsimile*.

SCC1.2.6 **Targeted Enterprise* means a business which adheres to statutory labour practices, is a legal entity, registered with South African Revenue Service and is a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

a) which is at least two thirds Owned by one or more Previously Disadvantaged Individuals or, in the case of a company, at least two thirds of the shares are Owned by one or more Previously Disadvantaged Individuals; and

b) whose management and daily business operations are in the Control of one or more of the Previously Disadvantaged Individuals who effectively own it: provided, however, that the annual average turnover excluding Value Added Tax (VAT) and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating, or the previous three financial years, does not exceed:

1) R25 million in respect of contractors who generate more than 75% of their turnover as Prime Contractors;

2) R10 million in respect of contractor who generate less than 25% of their turnover as Prime Contractors;

3) R2.5 million, in respect of labour-only sub-contractors;

4) R10 million in respect of Manufacturers;

5) R15 million in respect of Suppliers;

6) R2.5 million exclusive of any turnover generated in respect of outsourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers; and

7) R2.5 million, in respect of other service providers, e.g. transporters, and that the sum of the average annual turnovers over the same period of all the business concerns which are under the Control of Previously Disadvantaged Individuals within the business entity or Affiliated Entities does not exceed one and a half (1.5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in b) above, seeking Targeted Enterprise Status.

2. BASIS OF CONTRACT

SCC 2.1.4 *COMPLIANCE WITH APPLICABLE LAWS

Add the following:

The Contractor shall ensure that he and his Sub-contractors pay wages to their labour forces, including artisans, which are in accordance with those determined by the Department of Labour and which may vary from time to time during the Contract Period.

SCC 2.1.4.1 *The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, and the New Construction Regulations, 2003), hereinafter referred to as “the Act”, that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

a) The Contractor undertakes that the appropriate officials and employees of the Contractor, as well as Subcontractors, will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.;
b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
d) The Contractor agrees that any duly authorised official 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 set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor; and
e) 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 contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SCC2.1.1 *AVAILABLE DATA AND EXISTING INFORMATION

Add the following:

All known existing underground services in the vicinity of the Works are shown on the drawings and immediately prior to undertaking any work the Contractor shall check the record of underground services in order to ascertain the presence of any new services. The exact position of these services cannot be guaranteed. The Contractor shall exercise due care when working near these services. If any service shown on the drawings is damaged by the Contractor, then the Contractor shall bear the cost of the repair by the responsible authority.

The Contractor shall immediately inform the Engineer if he discovers the existence of any underground service which is not shown on the drawings. If such service is undamaged when discovered, it shall from then on be deemed to be known service and, if subsequently

damaged by the Contractor, its repairs shall be a charge on the Contractor. If such unknown service is damaged when discovered, the cost of repair shall be met by the Contractor unless he establishes to the satisfaction of the Engineer that such damage could not by the exercise of reasonable diligence have been avoided; such service shall thereafter be deemed to be known service and the provisions of the preceding paragraph shall apply.

2.6* GUARANTEE

SCC2.6.1 GUARANTEE

The Contractor shall deliver to the Engineer within such time as may be stated in the Contract Data a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to the amount stated in the Contract Data, for the due performance of the contract. The said Company or Bank shall be subject to approval by the Employer.

The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this clause.

Expenditure incurred in obtaining such guarantee and the Form of Guarantee to be entered into shall be borne by the Contractor unless the Contract otherwise provides. The Form of Guarantee shall be returned to the Guarantor within 14 days after the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works.

The Contractor shall then be responsible for returning the Guarantee to the Guarantor.

Should the employer be made unable to return the Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that he has no further claim against the Guarantor and the Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor.

In the event that the Contractor fails to submit an acceptable guarantee in terms of this sub-clause within the time stated in the Contract Data and acceptable insurance policies and proof of payment of premiums and continuity of the policies within the time stated in Sub-Clause 35.1 hereof, the Engineer shall, with the Employers approval, be entitled to delay the commencement of the Works (and hence the Commencement Date) by the number of days the Contractor is late in submitting the required documentation. The construction period shall ipso facto be reduced by the number of days the contractor was late in submitting the required documentation.

4.2 ENGINEER'S INSTRUCTIONS

SCC4.2.2 After the word "instructions", insert "(excluding the SABS 1200 Standardised Specifications)"

SCC4.7 FOSSILS, etc

Add the words "or traditional importance (such as burial sites)" between the words "interest" and "discovered" in the second line.

4.11 COMPETENT EMPLOYEES

SCC4.11.3* LOCAL LABOUR

Where it is a requirement that the Contractor employ local labour and local subcontractors on site, the Contractor shall, taking cognisance of the requirements of this Clause, appoint local labour subcontractors as required for the execution of the works and shall train and supervise them as may be necessary to execute and complete the tasks or functions for which they were employed. The preferred categories and ratios are as follows:

- $^1/_3$ (one third) of labour be women (above youth age category of 35 years);

- $^1/_3$ (one third) of labour be youth (men and women, 18-to-35-year age); and
- $^1/_3$ (one third) of labour be men (above youth age category of 35 years).

8.3 CARE OF THE WORKS

SCC8.3.1 EXCEPTED RISKS

Append Sub-clause 8.3.1.9 with except where the Contract specifically so provides,

8.6 INSURANCES

SCC8.6.1 INSURANCES TO BE EFFECTED

Amend Sub-Clause 8.6.1 to read:

"The minimum amount of insurance required in terms of this Clause, as stated in the Contract Data, shall be, per event, the number of events being unlimited:"

Amend Sub-Clause 8.6.1.1 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Sub-Clause 49.1 hereof:"

SCC8.6.6 CONTRACTOR TO PRODUCE PROOF OF PAYMENT

Add to Sub-Clause 8.6.6.1

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Contract Data."

SCC8.6.7* LEGAL PROVISIONS

Within such time as is stated in the Contract Data for the production of insurance policies in terms of the Sub-Clause 8.8.7, the Contractor shall deliver to the Employer a letter, either

SCC8.6.7* from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potentially liability under the Workmen's Compensation Act 1977 (Act No 23 of 1985) in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or

SCC8.6.7* from the Workmen's Compensation Commissioner certifying that the Contractor is currently in good standing with the Accident Fund

SCC8.6.8* CLAIMS AGAINST INSURANCE

The Contractor shall immediately lodge any claim due under policies and press for early settlement. The Contractor shall proceed with the making good of the damage and shall instruct the Insurers to pay all monies in settlement of the claim to the Employer. The Employer shall pay these monies to the Contractor in the monthly certificate in proportion to the progress of the repairs. These payments shall be the only payment to the Contractor for the costs of making good the full amount of the damage to the Works.

10.1.6* EXTENSION OF TIME FOR COMPLETION

SCC10.1.6.1* TIME FOR COMPLETION

Where the industry regulated Christmas shutdown period of 3 weeks fall within the times for completion as calculated from the Commencement Date, the 3 week shutdown period shall be excluded from the calculation of the time for completion. No payments of any nature, including General items payments, shall be made for the aforementioned 3 week shutdown period.

The time for completion of the Works shall be reduced by the amount of delay, if any, occasioned by the failure of the Contractor to submit an acceptable guarantee, insurance policies and proof of payment of premiums and continuity within the stipulated time.

SCC10.1.6.2* EXTENSION OF TIME FOR COMPLETION

In general, extension of time for the completion of the Works will, in terms of the General Conditions of Contract, be granted only for additional work and circumstances which could not have been reasonably foreseen.

No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions that effect on progress of the Works. The method whereby an extension of time due to abnormal rainfall will be determined is as follows:

(1) Abnormal rainfall for each calendar month shall be the total working days in the month under consideration during which the Contractor is unable to proceed with his operations as specified under (2) below, less the number of days (from the table) representing normal rainfall for the month under consideration. (When drawing up his programme, the Contractor shall make provision for the expected delays shown in the table).

(2) The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Cluster Manager agrees that no work was done or was capable of being done on any item shown on the critical path of the current construction programme. Items which are not shown on the critical path and have been affected by rainfall will not be considered for extension of time.

The Contractor is to erect a rain gauge on site. The rain gauge is to be monitored on a daily basis and daily readings recorded in the site diary.

6.8 ADJUSTMENTS IN PRICES

SCC6.8.1 RATES AND PRICES
Amend Sub-Clause 6.8.1 to read:
"The rates and prices stated in the Pricing Data are not subject to Contract Price Adjustment, but shall be final and binding throughout the period of the Contract."

6.10 PAYMENTS

SCC6.10.1.5 In Sub-Clause 6.10.1.5, line 4, amend "documentary evidence" to read "a signed statement."

7.8 DEFECTS

SCC7.8.1 In Sub-Clause 7.8.1, paragraph 2, line 2, after the words "Defects Liability Period," insert "or within the period specified by the Engineer," and in line 3 replace "thereafter "with "after the Defects Liability Period."

SCC12* COPYRIGHT
Special Conditions of Contract, Specifications (other than Standardised Specification), Bill of Quantities and Drawings are the copyright of the Engineer.

SCC13* APPLICATION OF VAT
The percentage rate of VAT will be applied to the value of certificate issued in terms of Sub-Clause 49.1 of the General Conditions of Contract, after value of these certificates has been adjusted in terms of Clause 46.2 of the General Conditions of Contract and after retention has been deducted. VAT will be applied to the retention amount when it is paid.

C1.4 FORM OF GUARANTEE

PRO FORMA

FORM OF GUARANTEE

Employer: (*name and address*) _____

_____

Contract No.: SCMU010/2026/2027

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS

WHEREAS_____

(hereinafter referred to as “the Employer”) entered into a Contract with

_____

(hereinafter called “the Contractor”) on the_____ day of _____ 20_____

Contract No.: SCMU010/2026/2027

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 fulfillment 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 excussion 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 Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. 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.
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 or liquidated.

5. Our total liability hereunder shall not exceed the sum of

_____

_____ (in words)

R_____ (in figures)

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.

7. 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 _____
Name in Block Letters

2. _____ Signature _____
Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) _____

Address_____

_____

C1.5 AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of ..... 20…..... between the Employer

(name of company / organisation) .....

of (*address)*.....

.....and the Contractor

(name of company / organisation) .....

of *(address)*.....

.....(hereinafter called **the Parties**)

and

(name).....

of *(address)* .....

.....**(**hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

..... for *(contract title)* .....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(Delete as necessary)*

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.

2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavor to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

.....	.....	.....
(Signature):	*(Signature):*	*(Signature):*
Name: ..... who warrants that he/ she is duly authorized to sign for and on behalf of the **First Party** in the presence of	**Name**: ..... who warrants that he/ she is duly authorized to sign for and on behalf of the S**econd Party** in the presence of	**Name**: ..... the **Adjudicator** in the presence of
.....	.....	.....
Witness: *(Signature)*	**Witness:** *(Signature)*	**Witness:** *(Signature)*
Name:	**Name**:	**Name**: .....
Address:	Address:	Address: .....
.....	.....	.....
.....	.....	.....
Date: ……	Date: ……..	Date: ……

C1.6 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between…… .....

(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 authorized 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.: SCMU010/2026/2027

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS

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 OHSA 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 authorized 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. .....

C1.7 RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

ODG TECHNOLOGIES

CONTRACT No.: SCMU010/2026/2027

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS

ISSUED TO: The **UMkhanyakude District Municipality**

represented by **OPERATIONS: MANAGER** (Hereinafter referred to as "the Employer")

ON BEHALF OF: …….. (Hereinafter referred to as "the Contractor")

In connection with

CONTRACT NO: SCMU010/2026/2027 (Hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

   ……

   or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2. The Engineer's certificate referred to in Clause 1 shall certify

   (a) that he is the Engineer in office as such in terms of the Contract,

   (b) that the Contractor is in breach of his obligations under the Contract, and

   (c) that the amount demanded, which amount the certificate shall specify,

   (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, an

   (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at Harlingen 13433 Kingfisher Road, UMkhanyakude

District Municipality, Mkuze Town.

3. Such other address as the Employer shall in writing notify us.
4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

5. Our aggregate liability under this guarantee is limited to R …….....…….

6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At ……..…… for and on behalf of ……

on this …… day of ……

Signature:.....

Capacity: .....

Address:.....

As Witnesses:

1. …….. Name in Block Letters … .....

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

PART C2: PRICING DATA

C2.1 Pricing Instructions

1) All queries will only be answered in writing, through the Employers representative responsible for issuing the enquiry

2) The bill of quantities forms part of and must be read in conjunction with the specification which contains the full description of the work to be done and material and equipment to be used. Unless otherwise description in the bill of quantities, reference should be made to the specification for the full meaning of the description of work to be done and materials and equipment to be used in this service

3) The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advice to check their item extensions and totals additions, so no claim for arithmetical errors will be considered.

4) No alterations, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made it will not be recognized but the original wording of the bill of quantities will be adhered to.

5) The bill of quantities of the successful Tenderer will be checked and the *Employer* reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.

6) The responsibility for accuracy of the quantities written into the bills remains with the person who prepared the bill. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage. The tender sum submitted shall be in respect of the quantities set out in the bills and the Tenderer will be required to make his assessment of items such as brackets, fixing, etc.., from details stated in the bills and shall include in the item prices for such small installation materials as required for the complete installation in accordance with the specification. Conductor price shall include for the wastage and sagging.

7) All price entered in the bill of quantities shall include for the supply (inclusive of any taxes, duties and fees which may be applicable), installation, testing, and commissioning, guarantees (with free maintenance during the guarantee period) and profit, but EXCLUDING VAT

8) The successful Tenderer and the *Employer* or his representative may agree that the total of any bill, including any variations by way of additions thereto or deductions there from, represents a fair accurate quantification of the items set out in the bills and the parties may agree to final payment on that basis. In the event of any dispute as to the quantities, the disputed item or items shall be adjusted where necessary.

9) The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting in position, all installation materials and sundries, cutting and waste, sagging, patterns, models and templates, plant, temporary works, return of packing's, establishment charges, profit and all other obligations arising out of the condition of contract.

10) All provisional sums shall be expended as directed by the *Employer* and any balance remaining shall be deducted from the amount of the contract sum.

11) All items described as 'Rate only' shall be measured as executed and paid for according to the price. No work for which "Rate only" items are provided shall be commenced without written instructions from the *Employer.*

12) Unless a separate rate for the supply and for the installation of any item is specifically called for the supply and installation cost of any item shall be fully included in the price.

13) It is a requirement of the contract that the work shall be carried out in the manner, which is most economical on materials. Unless otherwise indicated by the *Employer*, the tendering *Contractor* is required to use the shortest practical route for all conductors subject to restrictions of the specification and good electrical practice.

14) The quantities in the bill of quantities are not to be used for ordering materials

15) All measurements are Net and Tenderers must allow for wastage in the item rate submitted.

C2.2 Price List

ITEM NO.	DESCRIPTION	UNIT	QTY	Price
1.	PRELIMINARY AND GENERAL	SUM	1	
2.	MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC.	SUM	1	
3.	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM	SUM	1	
4.	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES	SUM	1	
5.	SUPPORT FOR OVERHEAD RETICULATION	SUM	1	
6.	HOUSE CONNECTIONS	SUM	1	
7.	DISMANTLING	SUM	1	
	NET TOTAL OF TENDER		EXCL VAT	
	CONTINGENCIES @10%			
	TOTALS INCLUDING CONTINGENCIES			
	GRAND TOTAL OF TENDER		INCL VAT	
	(CARRIED TO CONTRACTOR'S OFFER)			

CONTRACTOR

…… ..... ……
PRINT NAME SIGNATURE DATE

INDEX

Bill of Quantities (See the attached)

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS.

CONTENTS **PAGE**

BILL OF QUANTITIES

BILL NO: 1 PRELIMINARY AND GENERAL – FIXED CHARGED ITEMS 1

BILL NO: 2 MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS MEDIUM 2

BILL NO: 3 MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM 3

BILL NO: 4 LOW VOLTAGE OVERHEAD DISTRIBUTION LINES 4

BILL NO: 5 SUPPORT FOR OVERHEAD RETICULATION 4

BILL NO: 6 HOUSE CONNECTIONS 6

BILL NO: 7 DISMANTLING..... 7

2**.3 Declaration** C.33

2.3 Declaration

(In respect of completeness of Bid)

UMKHANYAKUDE DISTRICT MUNICIPALITY
Harlingen 13433
Kingfisher Road
Mkuze
3965

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document comprising 168 pages + the Bill of Quantities comprising 13 pages in consecutive order upon which my/our Bid for the **CONTRACT NO; SCMU010/2026/2027: CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS** has been based.

SIGNED BY/ON BEHALF OF BIDDER

NAME	**SIGNATURE**	**DATE**

2.3.5 Bill of Quantities

BILL 1 - PRELIMINARY & GENERAL			ENQUIRY NO		
	KwaPhaweni #3 Electrification				
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	
1	-				
1,1	Compliance with all the contractual requirements of the contract, including project programming, outage management, weekly progress reporting, materials management, meetings and quality & environmental management.	Sum	1		
1,2	**Establish facilities on site. The Contractor shall provide a fenced space with fence at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and ad**				
	Facilities for Contractor :				
1,3	a) Offices & storage sheds	Sum	1		
	b) Establishment of staff accommodation, office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified and facilities.	Sum	1		
	c) Ablution & latrine facilities	Sum	1		
	d) Tools & equipment	Sum	1		
	e) Water supplies, electric power & communications	Sum	1		
1,4	Removal of all items indicated above upon completion of construction and making good and restoring of the Site to the satisfaction of the Project Manager.	Sum	1		
1,5	Provision of "As Built" drawings.	Sum	1		
1,6	**Construction Name Board** - The Contractor shall place an order and collect from any supplier and maintain one project signboard bearing the name of the project, project funder and logo of the client, and the Contractor.	Sum	1		
1,7	Provision of samples of materials to be used (only materials supplied by contractor) and construction thereof sample line and board.	Sum	1		
1,8	Provision for the compilation of the Construction Programme, to be done in MS Project and updated on a fortnight basis and Quality Assurance Programme for the works.	Sum	1		
2	**Occupational Health & Safety Requirements**				
2,1	Provision for Legal and Contractual Compliance.	Sum	1		
2,2	Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors.	Sum	1		
2,3	Provision of safety measures, e.g.. Fall arrest systems, shoring for safety purposes etc.	Sum	1		
2,4	Compliance with OH&S Act & Construction Regulations.	Sum	1		
3	**Compliance with the Requirements for the Expanded Public Works Programme** Note: The reports are to be submitted with the contractors monthly invoice.				
3,1	Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports).	Sum	1		
				SUB TOTAL (BILL 1) PAGE 1 C/F	

BILL 1 - PRELIMINARY & GENERAL

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE (SA RANDS)
	Amount brought forward from previous page				
4	Time Related Items (To maintain site for the duration of the project)				
4,1	Operate and Maintain Facilities on Site				
	Facilities for Contractor:				
	a) Offices & storage sheds	Month	3		
	b) Ablution & latrine facilities	Month	3		
	c) Tools & equipment	Month	3		
	d) Water supplies, electric power & communications	Month	3		
	e) Safety related items	Month	3		
4,2	Provision of office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified.	Month	3		
4,3	Contract management and full time supervision of the works	Month	3		
4,4	Community Liaison Officer conversant in Zulu or Xhosa and local cultural norms	Month	3	6 000,00	18 000,00
4,5	Provision for two trainees in electrical Engineering - Client to appoint Student	Month	3	6 000,00	18 000,00
4,6	Social Facilitation Fees (Service Provider directly accountable to Client to ISD Services) - Client to appoint ISD	Sum	1	20 000,00	20 000,00
4,7	Provisional Sum for project steering committee - seating allowance	Per/Person	8	600,00	4 800,00
5	**Security**				
5,1	Contractor shall provide security guard/s to ensure the site including offices, storage sheds and all Client material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day.	Month	3	15 000,00	45 000,00
6	**Special Services - All special services, service provider to be appointed by Client Representative**				
6,1	Detailed Land Suvery which include re-pegging and profiling for As-Builts that will be submitted to Eskom for Memos and Commissioning stage - Surveyor to be appointed by client representative	km	1	135000	135 000,00
6,2	Allow for compliance with the MS Municipality Environmental Specification on MV/LV Environmental studies application & DAFF tree cutting licence - Environmentalist to be appointed by client representative	Month	1	65000	65 000,00
6,3	Provision for Pre-marketing & Detailed Marketing Service by the accredited sub-contractor appointed by client. Accredited service provider to be appointed by client representative	GPS / POINT	140	100	14 000,00
6,4	Provision for Clerk of Works (C.o.W) Services to ensure the quality of the project and to ensure that the contractor purchases Eskom approved material from approved suppliers. C.o.W to be appointed by client representative	Month	3	15000	45 000,00
	Note : Failure to incoporate highlighted provisional sum will be deemed as incomplete pricing and tender shall be none responsive - TOTAL (BILL 1) PAGE 2				

BILL NO 2 - MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC

KwaPhaweni #3 Electrification		ENQUIRY NO.					
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Transformers (" NO Free Issue" Item)						
	Supply aand Install on appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required. Excluding cable, conductors, and the transformer structure.						
2.1	Transformer 32kVA, 22kV/460V Dual Phase	DDT 3021	No	1			
2.2	Transformer 64kVA, 22kV/460V Dual Phase	DDT 3021	No	10			
	Replacement of Auxiliaries (Sectionalisers and Links)						
	The unit rate shall allow for the complete elevated replacement of the following auxiliaries, the rate shall include all materials required to remove, reposition the auxiliary with new assembly in accordance the Eskom Standard.						
2.3	2 Phase Equipment link - Cut-out (D/O Fuse) - with 2.5M X-ARM - 20A 22kV - Single pole c/w inserts (Sets)	D-DT 1849	No	4			
	Medium Voltage Surge Arrestors						
	Supply, deliver, off load on site and safely store on site the following surge arrestors, complete with galvanised steel mounting brackets for securing the surge arrestor, nuts, bolts, washers and lock washers as specified. Secure the surge arrestors and brackets to the transformer as specified including the termination of conductors. Excluding the conductors and transformer.						
2.4	22kV, 10kA Surge arrestor	DDT 3100	No	22			
	Amount carried over to next page						

Item	Description	Detail Reference	Unit	Tender Quantity			Total Price (R)
	Amount brought forward from previous page						
	Neutral Surge Arrestor						
	Supply and install a LV surge arrestor including lugs and galvanised bolts						
2,5	Surge arrestor	DDT D270	No	11			
	Transformer Earthing						
	Supply and install all materials for the complete earthing of transformers and bulk meter structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanised conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for one MV earth electrode only, consisting of four earth spikes in accordance with the specifications. Additional earth spikes/conductor shall be measured elsewhere if required.						
2,6	MV Earth Transformers (Incl Aux trfr)	DDT 1860	No	11			
	TOTAL : Carried forward to summary						

BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM

KwaPhaweni #3 Electrification		ENQUIRY NO.					
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Conductor (" NO Free Issue" Item)						
	Safely store on sealed drums with ends adequately secured and transport to site conductor as specified. String conductor as specified including splices, jumper conductor ties, strain clamps, suspension clamps, tensioning, sagging, etc.						
Note	The following dimensions will all be "CONDUCTOR LENGTH" not route length, allowance made for sag, waste.						
3.1	Fox ACSR (ungrease)		m	1500			
	Supply and install all material as specified for the construction of the following MV structures. Including bonding of hardware and earthing. All excavations, poles, crossarms and stays are measured elsewhere						
3,2	Dual phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	D-DT-1340B	No	3			
3.3	Dual phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation	D-DT-1343RX	No	2			
3.5	Dual phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation	D-DT-1343	No	2			
3.6	Dual phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	D-DT-1344	No	1			
3.7	Dual phase - Delta / 2,5m Wood X-arm - Strain - Terminal	D-DT-1346	No	4			
	Amount carried over to next page						

Item	Description	Detail Reference	Unit	Tender Quantity	Total Price (R)		Total Price (R)
	Amount brought forward from previous page						
	FOX CONDUCTOR						
3.8	Three phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	D-DT-1740B	No	1			
3,09	Phase / phase - Take-off 2,5m Wood X-arm	D-DT-1814	No	2			
3,10	Phase / phase - Take-off 2,5m Wood X-arm RX	D-DT-1814	No	2			
3,11	Transformer - Single pole mount - 16-64kVA - General arrangement	D-DT-1860	No	11			
	Testing						
	Allowance shall be made for the complete testing and commissioning of the Medium Voltage overhead distribution system						
3,13	MV Test (per transformer installation, Incl Aux Trf)	D-DT-1860	No	11			
	TOTAL : Carried forward to summary						

BILL NO 4 - LV OVERHEAD DISTRIBUTION LINES

KwaPhaweni #3 Electrification | ENQUIRY NO.

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	LV ABC						
Note	The LV insulated aerial bundle conductor system shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3.						
Note	The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.						
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.						
	Contractor to Safely store and transport to site and string. The conductor will be delivered on sealed drums and adequate allowance shall be made for the correct handling thereof.						
4.1	Single phase ABC (35mm^2) Insulated Neutral		m	2026			
4.2	Dual phase ABC (35mm^2) Insulated Neutral		m	891			
4.3	Vandalised Single phase ABC (35mm2) Insulated Neutral		m	1200			
4.4	Vandalised Dual phase ABC (35mm2) Insulated Neutral		m	800			
	LV STRUCTURES						
	Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere.						
	Amount carried over to next page						

Item	Description	Detail Reference	Unit	Tender Quantity	Total Price (R)		Total Price (R)
	Amount brought forward from previous page						
	Supply and install all the materials as specified for the following						
	LV STRUCTURES SINGLE PHASE						
4,5	ABC Suspension Assembly 0-30	DDT-1153	No	15			
4,6	ABC Terminal Assembly	DDT-1154	No	38			
4,7	ABC Strain Assembly (0-60°)	DDT-1155	No	15			
4,8	ABC Strain Assembly (60-90°)	DDT-1156	No	9			
4,9	ABC T-off from Intermediate	DDT-1157	No	9			
4,10	ABC T-off from Strain	DDT-1159	No	22			
	LV STRUCTURES DUAL PHASE						
4,11	ABC Suspension Assembly 0-30	DDT-1145	No	10			
4,12	ABC Terminal Assembly	DDT-1146	No	25			
4,13	ABC Strain Assembly (0-60°)	DDT-1147	No	8			
4,14	ABC Strain Assembly (60-90°)	DDT-1148	No	8			
4,15	ABC T-off from Strain	DDT-1151	No	6			
	Amount carried over to next page						

Item	Description	Detail Reference	Unit	Tender Quantity	Total Price (R)	Total Price (R)	Total Price (R)
	Amount brought forward from previous page						
	LV Fuse Switch Units						
	Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit.						
4,16	63A Load disconnecting switch similar to MORSDORPHER 63A		No	7			
4,17	80A Load disconnecting switch similar to MORSDORPHER 80A		No	12			
	LV Pole Mounted Service Boxes						
	Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniture circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC.						
4,20	0-2 York type box, suitable for smart meter, complete with insulated copper tails, insulation piercing connectors and nylon compression glands.		No	74			
4,21	1-4 York type box, suitable for smart meter, complete with insulated copper tails, insulation piercing connectors and nylon compression glands.		No	3			
4,22	5-8 York type box, suitable for smart meter, complete with insulated copper tails, insulation piercing connectors and nylon compression glands.		No	2			
	Earthing of LV Network						
Note	All MV transformer earthing is measured elsewhere and all LV earths per structure are meaured with the structure. This section is intended for LV earths at transformers						
	Allowance shall be made for the testing of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications.						
4,23	LV Earth	DDT 0637	No	11			
	Testing						
	Allowance shall be made for the testing of each LV ABC distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.						
4,24	LV Test		No	11			
	TOTAL : Carried forward to summary						

BILL NO 5 - SUPPORT FOR OVERHEAD RETICULATION

KwaPhaweni #3 Electrification		ENQUIRY NO					
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Poles and Crossarms						
Note	Poles for service connections are measured elsewhere						
	Supply and install pole in excavated hole, including cutting and scafing, kicking blocks, bonding, treating, etc. Excavations and compaction are measured elsewhere.						
5.1	7m Pole, 120-139mm top diameter	D-DT-0055	No	78			
5,2	9m Pole, 140-159mm top diameter	D-DT-0055	No	17			
5,3	11m Pole, 160-179mm top diameter	D-DT-0051	No	1			
5,4	11m Pole, 180-199mm top diameter	D-DT-0051	No	13			
	Supply, off load and install the following wooden cross arms.						
5,05	2.5m, 140-159mm Diameter	D-DT-0316	No	30			
	Stays, Flying Stays and Anti-Climbing Devices						
Note	The unit price for a standard stay and an aerial stay shall exclude the wooden poles, but include the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, po						
	The following stays shall be in accordance with the specification and shall include a stay plate						
5,06	MV Stay	D-DT-0341	No	12			
5,07	LV Stay	D-DT-0343	No	100			
5,08	LV Strut	D-DT-0343	No	4			
	Amount carried over to next page						

Item	Description	Detail Reference	Unit	Tender Quantity	Total Price (R)	Total Price (R)	Total Price (R)
	Amount brought forward from previous page						
	The following anti-climbing devices shall include barbed wire as specified						
5,09	Anti climbing devices as per 05TI09 (Including on stays as per DDT0399)		set	7			
	Excavations and Compaction						
Note	The excavations for service connections are measured elsewhere						
	Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation. No contractor shall be allowed to claim for one hole twice e,g top soil surface then bottom hard surface (rock drill)						
5,10	Hole for 7m pole - 1.5m deep		No	78			
5,11	Hole for 9m pole - 1.5m deep		No	17			
5,12	Hole for 11m pole - 1.8m deep		No	14			
5,13	Hole for MV stay - 1.5m deep		No	12			
5,14	Hole for LV stay - 1.4m deep		No	100			
5,15	Hole for LV strut - 1.4m deep		No	4			
	Pole Labels						
	Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials						
5,16	Equipment labels (Trfs, links, SB)		No	13			
5,17	Transformer max fuse labels		No	11			
5,18	Warning labels		No	13			
	TOTAL : Carried forward to summary						

BILL NO 6 - HOUSE CONNECTIONS

KwaPhaweni #3 Electrification		ENQUIRY NO					
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	House Connections						
	House Connections (Type B), test and commissioning complete. Poles and excavation are measured elsewhere.						
6.1	Type B	D-DT-0361	No	120			
	Supply and install delivery of from Eskom APPROVED SUPPLIERS, transport to site, off load on site and safely store on site the following Passive Base Units, ECU's , complete with rail, galvanised steel mounting brackets for securing to the dwelling, nuts, bolts, washers and lock washers as required. Secure the passive base, ECU and brackets to the dwelling as required including the termination of conductors. Excluding the conductors.						
6.2	DIN Rail Single Phase PLC Smart Split Meter		No	120			
6.3	CIU, PLC 2, 230V, English		No	120			
6,4	Ready Board, Split meter 2 x 16A SKTS D317		No	120			
6,5	Wooden Backboard for Ready board mounting (for Tin and Mud houses)		No	20			
6,7	Data Concentractor Kiosk		No	12			
6,8	Concentrator cable - 4mm 4core CU Armoured Service Cable 20m long		No	240			
	Conductor (" NO Free Issue" Item)						
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, cut-offs etc.						
	Contractor to take delivery, safely store, transport to site and string. Installation includes all glands, lugs, shrouds, termination and connections as required.						
6,9	Cable 1kV 1C 6mmSQ Concentric Cable		m	6 000			
	Amount carried over to next page						

Item	Description	Detail Reference	Unit	Tender Quantity	Total Price (R)		Total Price (R)
	Amount brought forward from previous page						
	Sundry Items						
	Supply and install pole in excavated hole, including cutting and scafing, kicking bolts, bonding, treating, etc. Excavations and compaction are measured elsewhere.						
6,10	5m Pole, 80-99mm top diameter **Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).**	DDT 0058	No	120			
6,12	Hole for 5m service pole - 1m deep		No	120			
6,11	Sealing of meters		No	120			
6,12	**House Labels**						
	Supply and install house lables in accordance with the specifications including the provision of all fixing materials						
6,13	Morsdorfer lables		No	16			
6,14	HOUSE LABELS		No	120			
6,15	LV Phasing lables		No	90			
	TOTAL : Carried forward to summary						

BILL NO 7 - DISMANTLING AND REMOVAL

KwaPhaweni #3 Electrification		ENQUIRY NO.					
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Conductors						
	MV Dismantling						
	Allowing for the loosening of conductor and removal of insulators (and X arms if required) on existing X-Arms. All dismantled materials to be returned to New Germany Stores						
7.1	MV+ LV Conductor		m	2500			
7.2	Transfomers		No	10			
7.3	Provision for Rock drilling of holes (Irrespective of depth of hole, each hole to be verified by ODG Technologies Clerk of works, Client representative and Project manager as per internal or external invoice) - This rate includes importing soil and transport - **Specialist service provider to be appointed by Consultant**		No	15		R 2 000,00	R 30 000,00
7.4	Provision for Blasting of holes (Irrespective of depth of hole, each hole to be verified by ODG Technologies Clerk of works, Client representative and Project manager as per internal or external invoice) - This rate includes importing soil and transport - **Specialist service provider to be appointed by Consultant**		No	10		R 2 500,00	R 25 000,00
	Bush Clearing						
7,5	Provision for bush clearing by the acredited sub-contractor. Specialist service provider to be appointed by Client Representative		m	650		R 200,00	R 130 000,00
	TOTAL : Carried forward to summary						

FINAL SUMMARY

KwaPhaweni #3 Electrification

Bill	Description	Total Price (R)
1	PRELIMINARY AND GENERAL	
2	TRANSFORMERS, ETC.	
3	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM	
4	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES	
5	SUPPORT FOR OVERHEAD RETICULATION	
6	HOUSE CONNECTIONS	
7	DISMANTLING	
	SUB TOTAL	R -
	CONTIGENCIES @10%	R -
	GRAND TOTAL	R -
	15% VAT	R -
	TOTAL INCLUDING 15 % VAT	R -

PART C3: WORKS INFORMATION

C3. WORKS INFORMATION

C3.1 PROJECT SPECIFIC WORKS INFORMATION

C3.1.1 Name of project

CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS

Project Description

ELECTRIFICATION OF KWAPHAWINI PHASE 3 IN JOZINI TOWN FOR 120 HOUSEHOLDS.

C3.1.2 Executive Summary

KwaPhawini is a rural settlement in Kwa-Zulu Natal under the jurisdiction of UMkhanyakude District Municipality in Jozini area. The project areas have good road access and have electricity infrastructure in existence.

The provision of electrical infrastructure including the compilation of all information to successfully upload the PCS files as required for reporting of energized connections for **120 new connections**

C3.1.3 Extent of Works

This contract covers the supply, insurance, delivery, transport, handling, storing, erection, aligning, supporting, connection, commissioning and handing over in complete working order and providing as-built drawings, electrical equipment and other equipment described in greater details elsewhere in this document and/or shown on drawings and set out in the bills of quantity and as described below:

The scope of works includes the following:

Medium Voltage infrastructure

MV Overhead Line and Structures

Appointed contractor is required to construct & String the following:

- 2 phase conductor length – 1.5km of ACSR Fox MV Fox line

Appointed contractor is required to Install 14 new MV wooden poles.

Transformers

New 22kV transformers to be installed:

- 1 X 32kVA 22kV/460V
- 10 X 64kVA 22kV/460V

Refer to specification on Protection philosophy: Rural Distribution Feeders
Reference number: SCSAGAAE8.

Low Voltage infrastructure

Appointed contractor is required to construct and string the following:

- 3.2km of new 2 Core 35mm² ABC.

- 1.6km of new 3 Core 35mm² ABC.

Service Connections

All customers will be connected with a 20 Amp supply **(Smart Split Meters)**. Service connections are to be made with 6mm² Airdac from a 4-way distribution pole top box. The Airdac used on all new services shall be installed without joints from the pole-top distribution box into the standard passive unit base, which is mounted in the customer's premises.

The 120 house service connections are to be connected with approximately 7.0km of 6mm² Airdac and the 120 Smart Split meters to be sealed by the Contractor including making good walls where ready board has been installed.

All LV structures shall be constructed in accordance with Eskom Low Voltage Distribution Standard and specifications (Latest revision).

The MV & LV lines and house connections are to be constructed, inspected, tested, commissioned, energized and handed over to Eskom. Quality audits must be done before work is accepted by the Project Manager or his representative.
The contractor is required to supply mark up as – built drawings and hand over in working order the whole of the works according to the design by the Project Engineer. The design is based on the Eskom DT standards latest revisions.

The contractor will provide a suitable site store, office and security for the duration of the project. The detail of the works required is included in the design drawings, bill of quantities and works information.

IN ALL CASES WHERE STRUCTURES ARE RECONSTRUCTED, COMPLETE NEW EARTHING SHALL BE PROVIDED AND INSTALLED IN ACCORDANCE WITH SPECIFICATION D-DT-0642.

C3.2 Risks:

The following risks have been identified at project design stage:

- Working in close proximity of existing overhead lines.
- Working on uneven terrain presenting risks of falls.
- This is a residential built up area and there are possible public liability risks.
- Ergonomic risks from working on elevated positions
- Weather related risks as temperatures can be extreme
- Hi-jacking risks
- Most parts of the area have explored rocks, earthing of Transformers and general work may pose a challenge.

C3.3 Material

MATERIALS SUPPLIED BY CONTRACTOR ARE:

All materials associated with the completion of the project as per the bill.

Transport for collecting of materials is for the Contractors account.

Transport for returning of **All** the Municipalities surplus and dismantled materials are for the Contractors account.

Items for The Works Supplied by the Municipality received from Eskom

The following material will be supplied to the Contractor as project being conducted is under the jurisdiction of Eskom Operations and Licensed area:

SAP NO.	QUANTITY	DWG. NO.	Free Issue Materials (FIM)	DESCRIPTION
TBC	TBC	Latest DDT	FIM	All labels
TBC	TBC	Latest DDT	FIM	Seals & Padlocks

The ODG Technologies representative and the Contractor shall sign the Goods Issue Document at collection as a declaration that;

- The quantities are correct as specified on the Good Issue Document
- The quality of material is acceptable
- Any discrepancies found shall be noted in the remarks column and co-signed by the Municipality representative
- Municipality representative and the Contractor

C3.4 Meetings

It is envisaged that the Contractor will be attending the following meetings at his own cost

Meeting	Frequency
Site Inspection (Quality Assurance)	twice a month
Site Meetings	twice a month
Pre-Energising commissioning	once/ project
Project Closing Out Meeting	once
Final Hand-over	once
Safety meeting	once/month
Feedback meetings	once/month
Quality assurance by contractor (C.O.W)	Daily
Quality assurance by consultant's site agent	3days/week

C3.5 Recording of Tests / Compliancing / Safety Data

The Appointed Contractor should provide the books / manuals for recording the above data.

C3.6 Programme

C3.6.1 Key Dates

Site hand over meeting	30 November 2026
Construction to Commence	07 December 2026
Construction Completion	26 February 2027
Energising the entire project.	02 March 2027
Upload data (PSC files), As-built drawings, Handover	12 March 2027

A detailed construction and resource schedule to be provided by contractor as indicated in the annexure. This becomes part of the contract. Failure to provide this may result in disqualification.

C3.6.2 Documents, Liaison and Reporting

a) ***Employer's Agent*** duly authorised to administer this Appointment and to whom all related correspondence and copies of invoices shall be addressed is:

ODG TECHNOLOGIES (PTY) LTD – THE PROJECT MANAGER
Msenga Wood Office Park
17 Msenga Road
Kloof
Durban; 3610.
ATTENTION: Odwa Gcaba
Mobile : (073) 792 3721
E-Mail : odgtech15@gmail.com

(b) O*riginal* invoices to be sent to:

ODG TECHNOLOGIES (PTY) LTD – THE PROJECT MANAGER
MsengaWood Office Park
17 Msenga Road
Kloof
Durban; 3610.
ATTENTION: Odwa Gcaba
Mobile : (073) 792 3721
E-Mail : odgtech15@gmail.com

(c) Reporting Requirements:

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)
- Performances to date
- Problems experienced
- Priorities for the next week
- Corrective actions necessary and needed
- Overall performance of Contractor
- Etc.

has to be sent to the above-mentioned *Employer's Agent, no later than 12h00, every Thursday*.

The following feedback is also required by the above-mentioned responsible person:

Physical progress on all aspects of the project every Thursday before 12h00.

The Employer's Agent will discuss the format and definitions with the Contractor.

(d) Payments:

The assessment for work done on site where practical will be done within two (2) days upon having received the progress payment certificate from the contractor in full payment thereof subject to any adjustment as may become necessary shall be at the discretion of the employer within a time period not exceeding 30 days.

NOTE:

Section 6 of the Bill of quantities "House Connections" will only be paid once all correct information necessary for the loading of connections into Co-daptix has been submitted to Eskom/Consultant i.e. control sheets, meter cards, Uploaded PCS files etc.

C3.7 Temporary Works

The Contractor is to allow for all temporally works required erection and installation of the electrical plant and equipment to be installed under this contract.

C3.8 SMME / BWO Status

Contractors are requested to supply information pertaining the ownership and control of the company. The contactor is to supply their BEE Verification Certificate and CIDB confirmation status.
Confirmation of the above and current ownership is a Tender Returnable.

C3.9 Procurement

C3.9.1 Compliance with Employment Equity Act No. 55 of 1998

Contractors employing more than fifty (50) employees are required to submit a certificate of compliance with the Employment Equity Act No. 55 of 1998.

This certificate of compliance is a mandatory Tender Returnable and failure to do so would lead to disqualification of the offer / tender.

C3.10 GENERIC WORKS INFORMATION

3.10.1 Description of the works

The project includes the following aspects:

- The erection of the installation, as per the approved design
- The testing and commissioning of the entire installation
- The provision of acceptable marked up signed, stamped and dated “as-built” drawings, sag and tension charts, compliance and hand over procedure.
- Making good of house walls where ready board has been installed.
- The handing over of the installation in a working order with all the necessary administration
- The contractor will fix marketing labels, provided by the Consultant’s Marketing Agent, as per the labelling standard, TQCSS005.
- Completing of PCS file for uploading of connections to be done immediately after energization and registering of all connected customers on the Eskom customer management system within 7 days after energization.
- Sealing of all installed customer meters
- The completion of all the necessary administration work in providing the works. (SACS, Planning, Survey, Project Engineering)
- Installation certificate to be completed by a competent resource and to be submitted within 7 days after energization.

C3.10.2. GENERIC WORKS TO BE PERFORMED BY THE CONTRACTOR

C3.10.2.1 General Principles

Work to be carried out as per Eskom Specifications.

C3.10.2.2 Outline of the Work Required by the Contractor

a) Community liaison

b) Materials management

c) Outage management

d) Quality management

e) Commissioning

f) Hand-over

C3.10.2.3 Statutory Requirements & Standards

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, inter alia:

a) The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulations, 18th July 2003

b) The principles of the Distribution Standards (Eskom)

c) The requirements of the relevant Eskom Standards in force at the time of tender, i.e. Distribution Standards, Technical Bulletins and Engineering Instructions

d) The Construction Regulation under Government Gazette No. 25207 of 18 July 2003

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the tender.

All tenderers must make generic Health & Safety Plan and Health & Safety Competency information available to Eskom Risk for evaluation on acceptance of tender or provide relevant documentation indicating accreditation.

Health & Safety Plan:

It is mandatory for the Principal Contractor to submit a Health & Safety Plan to the Employer (client). The Employer will discuss and negotiate with the Principal Contractor the contents of the Health & Safety Plan contemplated in 5(1) of the Construction Regulations and thereafter finally approve the Health & Safety Plan for implementation.

The Principal Contractor must forward their Health & Safety Plan to the Employer's Representative (Programme / Project Manager) within two weeks of contract award or as soon as practically possible after contract award. No construction work to commence without the prior approval of the Health & Safety Plan.

Any changes to the Contractor's submitted Health & Safety Plan will not result in a compensation event or changes to the contract value.

C3.10.2.4 Materials

All materials offered are to conform to the **Eskom Buyer's Guide Part 9** and they are to be procured from **Eskom Preferred Suppliers** (Refer to document **TQSNC008** listed under section 3, Specifications), and shall be new and of the best quality. If any deviation or variance from the above to be approved by the Consultant prior to implementation.

Material options will be determined in accordance with the Distribution Standard packages. Where specific site circumstances require non-standard material application and / or due to shortcomings of the standard package, the designer / contractor shall develop "ad hoc" packages to submit these to Eskom Technology & Quality Department for approval before implementation.

Where materials other than those in the standard design packages are offered, the "Tendered material and Technique" schedule shall be completed as part of the tender.

In addition to the Buyer's Guide, all bare conductor shall comply with the Eskom Distribution Technology Standard SCSSCAAY5 Rev 1" Specification for Phase Conductor for Distribution Lines" February 2001.

Marked Conductor

- Only marked conductor may be used on this project as per Eskom standard on projects
- The tenderers provide for waste and off-cuts in their tenders.
- The successful tenderer (Contractor) must procure marked conductor from an approved manufacturer, on behalf of the Municipality.
- Conductor manufacturers may sell marked conductor only to those contractors who can prove that it will be used on Eskom related projects. ODG Technologies (Pty) Ltd will provide such contractors with the necessary proof, indicating the name of the project and the quantities required.
- The contractor provides for the necessary transport arrangement to deliver conductor to site.
- UMkhanyakude District Municipality pays the contractor in accordance with the contract, and the contractor pays the supplier in accordance with their agreement.
- The contractor arranges for returning unused marked conductor to the supplier, should there be any.
- The contractor returns all waste and off-cuts to the Eskom Stanger & Wartburg CNC.
- An accredited Distributor may only be included in the supply chain if UMkhanyakude District Municipality have received confirmation from the Eskom-approved Manufacturer of the following:
    - The Distributor is an approved/ accredited Distributor of the Manufacturer.
    - No marked conductor will be sold to anyone without a letter being presented to the manufacturer.
    - Marked conductor will be delivered directly to the contractor/ site.
    - No marked conductor may be at the premises of the Distributor.
- The Distributor merely arranges the deal, and the process as currently being applied, remains unchanged.

Refurbished Materials

Only new material will be tendered on in the main offer. Refurbished / second-hand material may only be tendered as an alternative

C3.10.2.5 Plant and Materials, Including Materials Supplied by the Employer

C3.10.2.6 Offloading, Stacking and Liability for Breakages

The Contractor will be required, at his own expense; to make all arrangements for offloading and carefully stacking all plant delivered under this contract at the Site of the Works. The offloading and stacking shall be carried out strictly in accordance with the requirements of the Employers representative so as to permit a thorough and careful examination and testing of all items for breakages, fractures, etc, and any routine maintenance that may be required during storage and that will be carried out by the Contractor under this Contract.

The Contractor shall be fully responsible for the protection of all plant delivered by him to Site in accordance with the requirements of the Conditions of Contract. The tendered price submitted by the Tenderer shall be deemed to cover the provision of security during the installation and commissioning phases.

C3.10.2.7 Inspection at Site

All materials and plant will be carefully examined upon delivery at the Site by the Contractor and the Clerk of Works. All items showing defects or damage of any description shall be laid aside as being not in accordance with the requirements of the Contract and these shall be removed and repaired or replaced by the Contractor at his own cost.

Plant or materials supplied by the Employer will be examined and laid aside, but not removed, repaired or replaced at the Contractors cost

C3.10.2.8 Earthing

The Contractor will be responsible for ensuring that soil resistivity tests are carried out, and that the earthing design is completed and submitted with the tender. (as per Earthing Standards part 2).
NRS 016 : 1995
SANS 10199 : 1985
D-DT 0310

C3.10.2.9 Clearances and shared structures

As per the Distribution Standard.

C3.10.2.10 Equipment and Structures

The Contractor is to ensure that structures are uncluttered and that working clearances are maintained with regard to the amount of equipment installed and shall ensure that provision is made for safe and easy operational practice. This is especially pertinent to strain poles, switching points and transformer structures. Equipment must not be positioned on angle or strained structures. In addition, there shall be no three-phase tees, or equipment placed on vertical structures. Medium Voltage routes are to be as straight and simple as possible. Correct sag and tension techniques are to be used.

C3.10.2.11 Site Visits

A site diary will be signed by all personnel visiting the site. Deviations will be reported to the *Project Manager*. The Contractor is to enforce the induction of any person visiting the site and an induction form is to be signed by the person and kept on record. (UMkhanyakude District Municipality and ODG technologies personnel will be granted full and unconditional access.)

C3.10.2.12 Connections

The following principles apply to connections

(a) Where only a meter change occurs,

The requirements of the standard, " Connecting existing customers in townships which Eskom is electrifying Ref.: CD/s019" applies

(b) New Connections

Combined Neutral and Earth (CNE) service to be provided in line with the new earthing policy

All meters to be sealed by the Contractor. (**see bill no. 6 in all the project bills**)

Note:
The contractor is responsible to make good walls where ready-boards have been installed which may include the wall to be plastered and an application of one coat of paint. (See bill no. six (6) in the Bill of Quantity.)

Section 6 of the Bill of quantities "House Connections" will only be paid once all correct information necessary for the loading of connections into Co-daptix has been submitted to Eskom/Consultant i.e. control sheets, meter cards, Uploaded PCS files etc.

C3.10.2.13 Upfront Payment

Tenderers may submit an alternative tender indicating the savings in cost if the Contractor was to be paid for the upfront purchase and delivery of material.

The upfront payment for materials on site is subject to the Contractor meeting the following criteria:

Contractor provides proof that the ownership of the said materials has passed from the supplier to the Contractor (i.e. letter from supplier stating that the materials are paid for in full / or cession from supplier ceding title to the Contractor);

List of materials supported by copies of invoices and delivery notes;

Cession from the Contractor transferring ownership of said materials ODG Technologies;

Verification by Employers representative / Clerk of Works that materials are on site.

C3.10.2.14 Marketing and PCS data

1. Gather all project and customer information.
2. The area to be covered must be indicated on a map with clear boundaries.
3. Community meeting must be held explaining the purpose of the contractor's visit to the area prior to commencement of fieldwork.
4. Explain the electricity process to the customers.
5. Capture final GPS coordinates of installation where the meter is installed.
6. Capture the attribute data of the household in accordance with Eskom specification.
7. Allocate a number to the house in accordance with Eskom specification. This number is called the AltID of the installation. Attach labels as per Eskom's standards.
8. Attach labels to the stubby pole using Eskom approved labels. In the absence of stubby poles labels to be attached to house.
9. Complete Prepaid Application Data Collection Form. The forms will be supplied by ODG Technologies
10. Present GPS data to Eskom representative in .dgn format as required by Microstation version 8.
11. The PCS file is to be populated with accurate information and special attention to the Meter number, Installation Certificate number, Sealing device number and AltID number
12. The meter number needs to be checked off against the scanned meter number from the MATs system received from the Consultant on the issuing of the meters.
13. Installation AltID must be indicated on the .dgn.
14. The installation data must be updated and presented in the latest PCS.xls spreadsheet
15. The GPS coordinates must have an accuracy of 3-5 meters
16. The Installation Certificates are to be filled per transformer zone in a lever arch file.
17. PCS file needs to be verified by the consultant and customer services DC's
18. The GPS format must be WGS84. Account Number is done by Eskom at Uploading Stage.

C3.10.2.15 Sample infrastructure Installation

- The successful Contractor will be required to build a sample reticulation sub system for the Municipal's Project Manager's approval, to serve as a quality benchmark for the project before construction commences. This sample system shall include the tendered commodities (sample board) and the construction techniques (stubby line) applicable to the project and shall be built at a

central point (to be agreed with the Project Manager). The cost of the sample system in its entirety will be for the Tenderer's account.

- The sample installation proposal shall be submitted at the detailed design stage and the construction work shall not commence until such time as the sample installation has been completed and approved by the Project Engineer. Furthermore, all materials used shall comply with the requirements of the Buyers Guide, Distribution Std part 9, and shall be new and of the best quality.

- The stubby line and sample board shall remain available and intact for the full duration of the project.

C3.10.2.16 Approvals

The *Contractor* shall obtain the statutory approvals for the construction of this project on behalf of the Municipality from the Authorities concerned and such approvals must be forwarded to the Eskom's Technical Evaluation Office. All approvals to be done via Eskom's Technical Evaluation Office to cater for annual consideration/records etc. Statutory approvals for any given transformer area have to be submitted prior to the construction of that particular transformer area, to the Municipality Project Manager.

C3.10.2.17 Specification for "As-Built" Plans (Rev. 4 1999-10-25)

Main Objective

The main objective behind the requirement for the provision by the Contractor of "as-built" information is to provide the computerized mapping service for the Marketing, Planning, Survey Records, and Construction and Maintenance of Urban/Rural reticulation projects. The Contractor is to mark-up the construction drawings with all changes on site showing the as-built configuration and these are to be submitted to the Consultant technical evaluation for the creation of the as-built drawings.

C3.10.2.18 Community Involvement

Generally

In all the Municipality activities (electrification, customer service, etc.) UMkhanyakude District Municipality involves the community, be it for prioritizing, identifying projects, advice or information.

Contractor must follow the established *Municipality* methods and channels

Contractor must organize all community meetings in respect of the Project.

This community involvement system must be understood and accepted by the Contractor

In any activity whatsoever the community by way of its structures (Village representatives, local and district electrification committees) should be notified and involved.

Implementation of UMkhanyakude District Municipality policy

The following aspects of UMkhanyakude District Municipality`s intentions regarding community oriented projects

- Promotion of community participation
- Retention directly and indirectly of a significant portion of capital expenditure within the community
- Development of local entrepreneurs (*Contractors*)
- Transfer of administrative, managerial and commercial skills

C3.10.2.19 Expanded Public Works Programme

Employer's Objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

The degree to which Contractors are able to embrace these principles must be indicated in the Tenders submitted (see Tender Forms). This aspect of the Works is material and will be evaluated in consideration of the Tenders

- Base indicators to be collected on all EPWP projects (Table 1)

Table 1: Base indicators to be collected on all EPWP projects

B1 Number	Project level Indicator to be used in monitoring system	Comments
1	Number of people ("Different warm bodies") employed on relevant project	Will be assumed to be equivalent to number of job opportunities created. Will measure the number of people to benefit directly from the EPWP
2	Person-days of employment created	Total number of person days created will be divided by 230 to convert to person years of employment created
3	Minimum wage rate	Since local public bodies may set the wage rate as part of the EPWP to wage rate on a particular project will need to be reported
4	Number of training days provided	Since all workers are entitled to training it is important to ensure that actual training is delivered
5	Overall spending on the project	Will give an indication of how much is actually spent on EPWP projects
6	Demographics of workers on EPWP Projects	The percentages of women, youth and disabled to be reported on.

- KPI to be used for the EPWP (Table 2)

Table 2: KPI's to be used for the EPWP

KPI Number	KPI	Method for calculation	Comment
1	***Number of Job opportunities created***	Assumed to be equal to number of warm bodies employed per project	Will give an indication as to how many unemployed people benefit directly from the EPWP
2	***Person years of employment created***	Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year)	Indicator that shows the equivalent number of full-time jobs created
3	***Number of training days provided***	Total sum from all projects	Measure total amount of training provided
4	***Overall spending on EPWP projects***	Total sum from all projects	Measure total government spending on the EPWP
5	***Demographics of workers on EPWP projects***	Total sums of the project totals of women, youth and disabled employed	Measures the demographics of the people benefiting from the EPWP
6	***Average length of employment created***	Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1)	Also allows comparison between sectors and types of projects
6	***Total income paid out to previously unemployed workers***	Multiply number of person-days (BI 2) by the minimum wage (BI 3)	
7	***Average income of EPWP worker***	Divide Total income (KPI 6) by Number of job opportunities (KPI 1)	
8	***Average duration of training provided***	Divide total number of training days (KPI 3) by number of job opportunities (KPI 1)	Provides an indication of the level of skills build in the programme
9	***Percentage of spending paid out to EPWP workers***	Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4)	Measure the labour intensity of the EPWP

C3.10.2.20 Reporting to ODG Technologies Representative

The *Contractor* is referred to the required Progress Report Format, as per the above. The form compares the "Planned" progress at the start of the project with the actual progress achieved

The form is to be completed weekly with all the information as required on the form.

C3.10.2.21 Excavation

Due to excavations being entirely the Contractors risk, Contractors must make themselves fully aware of the soil conditions during the Tendering phase.

Contractors are warned that the terrain is uneven and the access to pole positions may prove to be difficult in certain areas.

Contractors are advised to obtain as much information as possible regarding the soil structure in this area as no claims will be entertained should excavations prove to be more difficult than what Contractors allowed for in their Tender Submission.

Rock Drill and Blasting of holes will be compensated at a quoted rate as per attached Bill of Quantities. No extra compensation for rock excavation using mechanical tools will be considered. All holes to blasted will have to be verified by the Consultant prior to blasting and will be measured as extra over. The contractors offer will be evaluated with the provisional quantity of rock inclusive and exclusive of the tendered price.

C3.10.3 MATERIALS SUPPLIED BY CONTRACTOR ARE:

All other materials associated with the completion of the project as per the bill of quantities.

The Storekeeper shall action these remarks

The Contractor is responsible to store and safeguard the material on site.

All material received shall be neatly stored in clearly defined areas to facilitate checking of quantities and quality. Receipt slips shall be forwarded to the Project Manager on collection and a record shall be kept on site of the total quantities of material received. Such records will be subject to audit by the UMkhanyakude District Municipality or Eskom and Department of Energy representatives. ODG technologies will not be held responsible for any construction delays resulting from loss of material.

All surplus material, including off-cuts of phase and earth conductors shall be collected by the Contractor on completion of each scheme and returned to Stanger & Wartburg CNC Operational Store.

Loss, theft or damage to material supplied by UMkhanyakude District Municipality while under the Contractors control shall be for the account of the Contractor. The risk in the material shall pass from UMkhanyakude District Municipality to the Contractor on receipt by the Contractor

The Contractor shall have no claim against UMkhanyakude District Municipality in respect of delay and disorganization of work due to late deliveries of materials to UMkhanyakude District Municipality Stores or railheads for reasons beyond the control of UMkhanyakude District Municipality.

It is the Contractors responsibility to ensure that delays in deliveries of materials are brought to the notice of ODG Technologies Project Manager immediately.

The Contractor shall maintain a record of material receipts, on hand and where used at the storage premises at all times.

The ODG Technologies Project Manager shall be allowed free access to audit and inspect such site stores.

The Contractor shall ensure that all materials required for the completion of this Works, shall be timorously ordered and delivered. A minimum of 14 (fourteen) days' notice on a dispatch request form is required by Eskom for the preparation of each batch of materials to be delivered. The Contractor will nevertheless compile a detailed delivery schedule depicting types and quantities of materials and the dates on which such materials shall be available for collection.

The Contractor shall note that materials shall be specified in terms of standard assembly drawings as contained in the Eskom Distribution Standard

The Contractor shall nominate a responsible person for receiving of material from Eskom New Germany stores. The nominated person shall collect materials personally and shall present identification to Municipality's requirements.
At the end of the contract period, all surplus material shall be returned to Municipality's Operational Store(s) from where they originated
No person shall be allowed or permitted access to the material storage area without the written consent of

the Project Manager.

The Contractor shall not release any material received by this store to any person, including Municipality personnel, without the written permission of the Project Manager. In the event of such permission being granted, date, time, quantity and recipient shall be noted, and signed for the person removing the material.

Copies of receipt slips shall be forwarded to the Employer's representative on receipt and a record shall be kept on site of the total quantities of material received. Such records will be subject to audit by the Employer's representative. The Employer will not be held responsible for any construction delays resulting from loss of material.

"Contractors are at all times fully accountable for meters commissioned illegally or service connections completed illegally, for financial compensation or not, whether the connections were completed by their staff or by others. The contractor will not be relieved of his accountability based on whether the staff *introduced and employed for Eskom work is of temporary or permanent* nature. Any illegal activity that is uncovered that is as a result of a particular contractors staff will result in the contractor and the staff being liable and being penalized, charged and possibly prosecuted."

C3.10.4 PROGRAMME, PLANNING & REPORTING

A programme is to be submitted within 14 days of contract award. The programme shall indicate critical path activities and shall be submitted in hard copy and MS Project format (.mpp) or Excel (.xls).

When work under this Contract must of necessity be carried out in conjunction with the work of other contractors or with that of the Employer, it shall be co-ordinated and programmed in such a manner as to interfere as little as possible with the progress of such other work, and so as to offer every reasonable facility to other contractors and to authorized employees of the Employer.

One quarter of the Price for work done to date will be retained in assessments of the amount due until the Contractor has submitted their first programme showing the information which the Works Information Requires

The *Contractor* shall submit a programme in the form of an activity schedule, which itemizes the Works and indicates both the Rand value and the duration/completion of each activity.

Reporting Requirements:

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)
- Performance to date
- Problems experienced
- Priorities for the next two weeks
- Corrective actions necessary and needed
- Overall performance of Contractor (s)
  has to be sent to the *Employer's* Agent

The following feedback is also required by the above-mentioned responsible person:

- Physical progress on all aspects of the project every Thursday before 12H00

The format and definitions will be discussed with the *Contractor* and by the *Employer's* Agent.

C3.10.5 COMPLETION

The Contractual Completion Date will only be achieved when the as-built information supplied by the Contractor accepted and approved by the Municipality and Consultant; when all connections are energized and handed over to Eskom.

The Contractor must submit marked-up drawings to the Consultant, who will compile and submit the as-built drawings to Eskom for approval.

The Contractor to liaise with the Employer's Agent with regards to approval of as-built.

C3.10.6 QUALITY MANAGEMENT

Eskom's Quality requirements for the implementation of a Quality System to be in accordance with the Eskom Standard ESKASAAU7. Quality checks to be carried out in accordance with TQRRPO20 Rev1, by the contractor prior to the Consultant/Eskom Clerk of Works or the depot inspections. All documentation must be signed by the contractor and forms part of the hand-over. Should the Contractor not fulfill this requirement, any extra time spend on site by the above-mentioned personnel to re-inspect, shall be for the Contractor's account.

C3.10.7 SAFETY

The following documents are applicable:

SCSPVABF3 – Occupational Health & Safety Requirements to be met by Contractors and Sub-contractors Employed by the Municipality.

SCSPVABM9 – Co-ordination of Safety on Capital Projects

SCSASAAW8 – Standards Applicable to Contractors working in Close Proximity to Live Apparatus.

Further to the above clauses the following must be strictly adhered to on inception and award of contract:

- Crimping tool calibration test certificate
- Dynamometer test certificate
- List of team leaders and their training records which should include, proof that they have been trained and are in acknowledgment of the follows skills/methods of construction and or other factors involved in building of power lines:

  # Sagging
  # Crimping
  # Building power lines
  # First aid
  # Emergency preparedness

- HV REG's certificates for those who will take permit during outages
- Minutes of safety meetings that were carried out during the project
- Access to site documentation
- Accreditation records of personnel on site from Mersey
- Sagging chart used for stringing
- A full list of employees working in the project as well as their duties (this must include all "casual" and local labour as well)
- A list of personnel in charge of First Aid, including training records, as well as their appointment in terms of the Statutory and OSH Act.
- The Contractor is to provide safety clothing to all labour employed including casual as well as local labour.

C3.10.8 ENVIROMENTAL MANAGEMENT

Environmental Management to be in accordance with the following *Eskom* policy / procedure:

- ESKPBAAD6
- ESKPVAAZ1

Environment Management issues to be referred and coordinated through *Eskom's* Eastern Region Environmental Department (New Germany).

C3.10.9 SITE SERVICES & PROCEDURES

The *Contractor* is to provide everything necessary for the proper and timeous completion of the project.

a) The Contractor provides an area for the construction offices, stores, yards, etc. to the approval of the Employer's Agent In addition, the Contractor shall make available a desk to be used by Employer's Agent / Employer's Representative.

b) The Contractor erects a 1,8m fence around his construction site and fits a lockable gate

c) The Contractor provides a construction supply at their site camp and anywhere else as may be required

d) The Contractor provides the necessary connecting cables and distribution board(s) from the electricity supply source to the points of demand. The Contractor provides all the necessary connection to the electricity supply and maintains and secures all cable, etc.

e) The Contractor is to provide an adequate communication network to facilitate the project including telephones. (Telkom telephone)

f) The Contractor is to provide all necessary water and sewage connections

g) The Contractor provides facilities and resources for first aid, fire fighting and emergency repair services in accordance with the Occupational Health and Safety Act and the local authority regulations and requirements.

h) The standard documents listed below form part of the contract:

Ref.	Rev.	Title
NWS 1058	4	Safety at Construction sites : Requirements to be met by Contractors
NWS 1494	3	Fire Prevention and Protection of Contractor's Premises on New Works Sites
NWS 1007/T		The Management of construction, commissioning and handing over of Transmission Projects
HV REGS	0	HV Regulations for HV Systems
ESKASAA4		Occupational Health and safety requirements to be met by Contractor and Sub-Contractors

i) Other Contractors may be involved in work on other parts of the Site or on associated equipment. Co-ordination with the other parties will be required for testing of systems involving other plant.

j) Salvaged equipment from the dismantling process is to be removed from site and returned to the UMkhanyakude District Municipal Store in consultation with the Employer's Representative.

k) The Contractor must allow free access to authorised personnel when required and co-ordinates all interfaces with the Employer.

l) The Contractor shall make its own arrangements, to the Employer and the Local Authorities approval for the disposal of all surplus material and construction waste resulting from the Works.

m) The Contractor arranges for accommodation of his personnel. The Contractor provides temporary and/or mobile toilet facilities on the Site, and removes all evidence of a construction camp on completion of the contract, which should be restored to its original, or better environmental state.

n) In addition to his own signage details which shall, prior to erection, be submitted to the Employer's Agent for approval, the Contractor shall provide, erect and maintain one project signboard bearing the name of the project, The Municipal name and logo and the name of the Employer's Agent together with the Contractor's own name, all to the approval of the Employer's Agent. The cost of this sign will be borne by the Contractor.

o) The switching of all MV feeders shall be performed by Eskom. Written notification shall be given to the appropriate depot supervisor 14 (fourteen) calendar days in advance. The Contractor shall be allowed to perform LV switching with written permission from the Eskom Personnel.

p) Whenever it may be required to de-energise any approved portion of the electrical network during the course of the contract, the Contractor shall post notices to that effect in terms of the relevant regulations. The minimum requirement shall be as contained in this paragraph of the specification.

q) Each Section affected by the proposed power outage shall be notified by means of suitable notices fixed to the wooden electrical network poles. The notices shall be constructed from plain white paper glued to a firm "Masonite" backing board. The notice board shall be of minimum dimensions 600mm x 850mm.

The following minimum information shall be required on the notice:
Notices shall be provided in both English and the local language on alternate points:

ELECTRICAL INTERRUPTION

DATE:

TIME: FROM ……. TO ……..

THERE WILL BE ELECTRICAL POWER INTERRUPTIONS IN THIS AREA BETWEEN THE GIVEN TIMES ON THE DATE SHOWN. NOTWITHSTANDING THE ABOVE ALL ELECTRICAL APPARATUS SHALL BE TREATED AS LIVE AT ALL TIMES.

The above notices shall also be placed at points of community gatherings in the appropriate area, e.g. Beer Halls, Shops Schools, Bus Stops, Etc.

The Contractor shall be required to give notice of the intended power interruptions at least 7 (Seven) calendar days prior to the intended power interruption date. Notices shall be removed immediately on calendar days prior conclusion of the Contractors work in the relevant area.
The Contractor shall in accordance with his intended construction programme determine how many notices will be required at any one time and shall make allowance in this regard. No claim for extra costs whatsoever shall be entertained after the award of the tender.

C3.10.11 RESTRICTION APPLICABLE TO THE CONRACTOR

C3.10.11.1 Eskom Procedures, Directives & Policies

The Contractor must ensure compliance with all applicable Eskom Procedures, Directives and Policies.

C3.10.11.2 Contractor Requirements / Registration

The Contractor must ensure compliance with the following requirements / registration:

a) Wireman's Licence
b) Electricity Contractors Board Registration
c) Operation Regulation for High Voltage Systems

Appointment of a responsible person in terms of the Occupational Health and Safety Act , Act 85 of 1993

C3.10.12 Eskom Contractor Training & Accreditation

The contractor must ensure that they have complete MV/LV Lines and Cables (EDCO module 19424) training and accreditation for the set number of employees. This figure is currently 5 and will increase progressively.

Contractors who have not received the above Eskom Training Accreditation are requested to contact the following person to make arrangement for the Eskom Training Accreditation:

Neville Booyens
Technology & Quality

Telephone: 031 710 5143
Fax : 031 710 5231

C3.10.13 TITLE TO SITE MATERIALS

The Contractor has title to Site Material provided by him until it has been installed and energized.

C3.10.14 ACCOUNTS AND RECORDS

Records are to be kept of all invoices on the project.
Original invoices to be sent to:

ODG TECHNOLOGIES – THE PROJECT MANAGER
MsengaWood Office Park
17 Msenga Road
Kloof, Durban; 3610.
ATTENTION: Odwa Gcaba
Mobile : (073) 792 3721
E-Mail : odgtech15@gmail.com

C3.10.15 SPECIFICATIONS

List of Specifications applicable to this Contract:

Document No.	Revision	Title
	Latest	**Eskom Distribution Standard** Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e. coastal and inland) are available the coastal option will be applicable in Eskom's Eastern Operating Region (Refer to Engineering Instruction EI-039-MVL).
	Latest	**Engineering Instructions** As issued by Eskom's Eastern Technology and Quality Department, New Germany. Copies of the relevant Engineering Instructions are available on request.
	Latest	**Technical Bulletins** As issued by Eskom's Distribution Technology, Simmerpan Copies of the relevant Bulletins are available on request.
Annexure C 1999-10-25 1999-10-25 1998-08-25 D67-231		**As-Built Drawings** Specifications for As-Built Drawings Microstation Data Levels Standard Microstation Design File Settings As-Built Drawing
Annexure D ESKPVAAZ1 ESKPAAD6		**Environmental Management** Environmental Management Programme (EMP) Procedure Environmental Management Policy
Annexure E ESKASAAU7		**Quality** Quality Requirements for the Procurement of Assets, Goods & Services
Annexure F DISPVABF3 SCSPVABM9 SCSASAAW8		**Safety** Occupational Health and Safety Requirements to be met by Contractors and Subcontractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus
SCSPVABP4	0(B)	Management of Substance Abuse
ESKADABD7	1	**Business Conduct** Suspending Suppliers from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Tender Advise Centre, Clare Loitering, (031) 710 5429
E1-048-MVL		Technology & Quality Engineering Instruction : Generic Stubby Line
TDQES001		Authorisation of contractors / Eskom staff
SCSASABW3 SCSPVACL6 SCSSCABA5	Latest Latest Latest	Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system
TQSNK008	Latest	Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers

C3.10.16 REQUIREMENTS FOR THE PROGRAMME

The contractor is to provide a detailed construction programme in the form of an activity schedule which itemizes the works and showing the start and completion dates shall be submitted to the employer representative within 14 days of receiving the appointment.

A weekly progress report shall be submitted electronically to the employer's representative each Thursday before 12H00

A daily log (provided by Eskom) shall be kept and completed daily. Eskom's quality assurance document shall be kept on site by Eskom's clerk of works and shall be updated as work progress.

C3.10.17 Employer's Health and Safety

The Employer's safety officer may at any time enter the premises or site to carry out safety inspections. The safety officer will notify the Contractor or his duly appointed representative of any safety hazards that he may find.

Tenderers are required to comply with the Construction Regulations and the Health and Safety Specification included in this document. An item has been included in the Schedule of Rates to cover this work.

SCSPVABF3 - Occupational Health & Safety Requirements to be met by *Contractors* and Sub Contractors Employed by Eskom

DISPVABF3 - Occupational Health & Safety Requirements to be met by Principal Contractors Employed by Eskom Distribution

EPL 32-94 - Safety, Health and Environmental (SHE) Policy

DISADABQ9 - Access to Farms

SCSPVABM9 - Co-ordination of Safety on Capital Projects

SCSASAAW8 - Standards Applicable to Contractors Working in Close Proximity to Live Apparatus

In carrying out its obligations to the Employer in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensures the compliance by its employees, agents, Subcontractors and mandatory's with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- the Eskom "Safety, Health and Environmental Requirements for Contractors" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the Contractor (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the Employer and all amendments will be provided in writing to the Contractor. The Contractor complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and
- the health and safety plan prepared by the Contractor in accordance with the SHEQ Requirements.

- (The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

- The Contractor, at all times, considers itself to be the "Employer" for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor is at all times responsible for the supervision of its employees, agents, Subcontractors and

mandatory's and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The Contractor ensures that all statutory appointments and appointments required by any *Eskom* Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

The *Employer,* or any person appointed by the Employer, may, at any stage during the currency of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor;
- refuse any employee, Subcontractor or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- issues the *Contractor* with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Project Manager.

The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The Contractor confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Subcontractors or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the OHSA.

The Contractor agrees that the Employer is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the Contractor, and the Contractor's employees, agents or Subcontractors, to the extent permitted by the OHSA.

The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor, its employees, agents, Subcontractors and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the Contractor , its employees, agents, Subcontractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

C3.10.18 Health and Safety Plan:

It is mandatory for the Principal Contractor to submit a Health & Safety Plan to the Employer (client). The Employer will discuss and negotiate with the Principal Contractor the contents of the Health & Safety Plan contemplated in 5(1) of the Construction Regulations and thereafter finally approve the Health & Safety Plan for implementation.

The Principal Contractor must forward their Health & Safety Plan to the Employer's Representative (Programme / Project Manager) within two weeks of contract award or as soon as practically possible after contract award. **No construction work to commence without the prior approval of the Health & Safety Plan.**

Any changes to the Contractor's submitted Health & Safety Plan will not result in a compensation event or changes to the contract value.

C3.10.19 HANDOVER

The Clerk of works may inspect all medium voltage and low voltage lines as detailed below prior to the agreed outage date negotiated with Field Services.

The pole to pole checklist is to be completed in detail for every structure by the Contractor and made available to the Clerk of works at least three days prior to the outage date.

The completed pole to pole checklist must be verified by the Clerk of works and Field Services at least one day prior to the outage.

The Hand over certificate will be completed and signed on the day of the outage

The Hand over certificate will be completed by all the relevant personal and signed by the contractor, Clerk of works and Field Services.

The contractor is responsible to supply the following fully detailed and completed information that will be used to determine the quality of the workmanship:

- Name plate details of asset, e.g. transformers, breakers, etc.
- Transformer serial number
- Year of manufacture
- Completed quality checklists per structure
- For meter changes, the final meter reading

When the project is energized and handed over, the list of original documents as listed below signed by Field
Services, Clerk of works as well as Contractor must be handed to the Employers representative:

- All Contractor quality checklists
- COW random checklists
- Hand-over certificate

The contractor will ensure completion of the checklists contained in annexure B of document TQRRP020 Rev.2 as well as the asset and customer information contained in SCSASABZ1.

As soon as the Contractor has handed over all of the plant and equipment that has been supplied, installed, satisfactorily tested, and commissioned as a complete unit in proper working order in accordance with the specifications and the General Conditions of Contract, the Certificate of Completion will be issued.

If any significant item(s) of plant or equipment fails to perform to the approval of the *Employer* and the *Contractor* is unable, within three months of the prescribed date, to rectify the matter, the Employer retains the right to reject the item(s) and to instruct the Contractor to remove, at his own cost, all such plant and/or equipment after refunding to the Employer any or all monies which may at that time have been paid to the *Contractor* or otherwise expended

C3.10.20 FINAL ACCOUNTS

The Final Account must be mutually agreed as soon as practically possible after contract completion but not later than 2 months after completion. Failure to do so may result in forfeiture of monies due as the project will be FRA'd (Finalization Release Approval) and closed.

C3.10.21 HEALTH AND SAFETY RISK ASSESSMENT

In order to maintain occupational health and safety at the highest possible level, all hazards have to be identified and then either be eliminated, reduced or controlled in a reasonable manner. The RISK VALUES associated with identified hazards are merely an indicator in respect to the priorities to be allocated towards the management thereof

It is important to note that, although ODG Technologies has taken all reasonable steps to ensure that all hazards of a significant nature have been identified, it cannot be guaranteed that all such hazards were identified. ODG Technologies will, however, be prepared to give clarity on any other issues that may be identified after this hazard identification and associated risk assessment.

PART C4: SITE INFORMATION

C4.1 Site of Works & Site Conditions

The Contractor must familiarize themselves with the following before commencement of the project:

- All Reports, Drawings and Information forwarded by the Employer
- Physical conditions within the site and surroundings (e.g. Rock, Soil Conditions etc)
- Publicly available information about the site and surrounding
- Information about piped and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data

The tendering Contractor shall make provision in the prices to undertake the Works in a multitude of differing terrains. Attention is drawn to the likelihood that some roads and areas may not be completely accessible by construction vehicle and some of the work may need to be undertaken by hand.

All excavations requiring blasting are to be assessed and approved by the Employer prior to the excavation thereof.

Blasting will be done by specialists under the regulation of the Explosives Act.

Should blasting be necessary, the tendering Contractor shall take every precaution to protect the Works, persons, animals and property in the vicinity of the site. The tendering Contractor will be held responsible for any injury or damage caused by any blasting operations and shall, at his own expense, make good such damage.

The tendering Contractor must take into account any limitations identified and recommendations made during the environmental studies when deciding on access routes to the construction site

The location of all services and servitudes must be identified and confirmed prior to commencing any excavation. Any damage to any other services during the contract is for the Contractors account.

All IAP’s shall be notified in advance of any known potential risks associated with the construction site and the activities on it.

Examples of these are:
- Stringing of power lines
- Blasting
- Excavations
- Machinery on steep slopes above houses / infrastructure
- Risk to residents along haulage roads / access routes

Work at places where the overhead line crosses roads shall be carried out in accordance with the requirements laid down by the National Department of Transport and by the KwaZulu-Natal Department of Transport.

All travelling is to be included in the unit rates per item.

Access to the villages is via a Tar & gravel road. These village are situated in a dry and hot area in the KwaZulu-Natal Province. A summary of the conditions likely to be encountered on site is given below.

Temperatures	Very hot in summer, very cold in winter
Rainfall	Average to stormy
Vegetation	Thick bushes
Agriculture	Small scale subsistence farming
Topography	Flat and hilly surface
Soil type	soft Terrain

The Contractors must familiarize themselves with the following before commencement of the project:

- All Reports, Drawings and Information forwarded by the Employer
- Physical conditions within the site and surroundings.
- Publicly available information about the site and surrounding
- Information about piped and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data

C4.2 Access to Farms

Eskom is dependent on the continued goodwill of land owners for the acquisition of power line servitudes. A courtesy call on the resident owners, farm managers or lessees by the Contractor is considered essential to explain the work that is about to commence. It is mandatory that farm owners are advised in writing that work is due to commence on a given date, that crops or trees might be damaged in order to complete the work and that compensation for such damage will be paid.

Project Risk Assessment Worksheet

Used by permission from CREATE

Revision: Rev.0

Site of Project Title/Number: **CONSTRUCTION OF KWAPHAWINI PHASE 3 ELECTRIFICATION OF 120 HOUSEHOLDS**

Enquiry No.

Nature of work: **Electrification**

No	Hazard present	Yes/ No	Describe the hazards and obvious control or protective measures necessary	Likely consequences of an accident (a)			Number of workers exposed to hazard (b)			Probability of harm (c)			Risk rating and risk category	Extra control measures necessary
				L	M	H	L	M	H	L	M	H		
1	MV Electrocution	Yes	Work is carried out close to MV and LV lines ensure that the line is dead and only the competent person can work with the correct PPE such as long sleeve overalls' and rubber gauntlets.			X			X			X	High	The competent person with epileptic disease should not be allowed to work
2	Water on site	Yes	Contractors will be working on site without water for worker to drink, wash and cook, therefore it is expected the contractor to bring clean water from their workshop to site every day.			X			X			X	High	Water tank must be provided on site

3	Snake bites	Yes	Contractors will be working on site(bushes) without proper PPE's e.g. safety boots(covering ankle) the workers are exposed to snake bites therefore it is expected the contractor to ensure that, their employees wear PPE's every day.		X			X				X	High	The foreman must check that all employees are wearing proper PPE's
4	Sanitation	Yes	Contractors will be working on site without toilet and rubbish bin for worker therefore it is expected the contractor to bring moving toilet and rubbish bin from their workshop to site.			X			X			X	High	Ensure availability of a mobile toilets and rubbish bin
5	Security	Yes	Site office must be fenced and a security guard must be available on site			X			X			X	High	Fence and a security guard
6	Pole holes and trenches	Yes	Contractors will be expected to barricade all pole holes and trenches so that people and livestock will not fall into the pole holes.			X			X			X	High	Barricade pole holes and trenches
7	Holy grounds	Yes	Contractors must not enter the graveyards as they might step on the graves		X			X		X			Low	

C5 ANNEXURES:

C5.1 Standard and specification
C5.2 Site Name Board
C5.3 Overview drawing for tender purposes only

C5.1 STANDARDS AND SPECIFICATIONS

STANDARDS

SANS 121:	Hot dip galvanizing
SANS 1160/1973:	Busbar and Busbar connections
SANS 60137/1371:	High and low voltage bushings
SANS 1186:	Industrial safety signs
SANS 1091:	Colors
SANS 152:	Low voltage air break switches
SANS 166/167:	Insulators for lines
SANS 61109/60383:	Insulator and conductor fittings
SANS 182:	Conductors for overhead electrical transmission lines
SANS 753:	Pine poles and cross-arms for power transmission, low voltage and telephone systems
SANS 754:	Eucalyptus poles and cross-arms for power transmission, low voltage and telephone system
SANS 1391-1 :	Zinc metal spraying
SANS 1431 :	Weldable structural sheets
SANS 145 :	Metal arc welding of carbon steels
SANS 1885 :	Electric power switchgear and associated apparatus
SANS 60947 :	Isolators
SANS 60137 :	Isolator bushings
SANS 10198 :	Underground cables
SANS 61109 :	Insulators for lines
NRS 022: 1993 :	Stays and associated components

Relevant acts, Regulations and Standards

All work and materials shall comply with the terms and directions of the latest amendment or addition of the following:

- Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and Regulations of the Republic of South Africa.
- Post Office Act No 44 of 1608 and the requirements of the Department of Posts and Telecommunications.

- Electricity Act, No 41 of 1987 of the Republic of South Africa.
- The South African Institute of Electrical Engineer's Code of Practice for Overhead Power lines for Conditions Prevailing in South Africa.
- Eskom Distribution Standard for Medium Voltage Overhead Lines

Factors of safety

Each structure used on this project shall have the following factors of safety:

- Wooden structures not continually loaded 3,5
- Wooden structures continually loaded 5,5
- Line conductors, based on ultimate strength 3,0
- Insulator units including caps and pins based on minimum working load 3,0
- The structures shall furthermore have a factor of safety of 1.5 under a broken conductor condition.
- No failure or permanent distortion shall occur to any structure when subjected to a load equivalent to 1.5 the maximum unbalanced load due to a broken conductor condition.
- A broken conductor condition shall be assumed when any one conductor breaks without restriction as to the span in which the condition occurs.
- Vibration dampers on long spans will be fitted.

Maximum and minimum working conditions

The following maximum and minimum working conditions shall be used:

- Minimum temperature of line and earth conductor 5°C
- Maximum temperature of line and earth conductor
  75°C
- Wind pressure per square metre on whole projected area of line conductors 430 N/m²
- Wind pressure per square metre on 1½ times projected area of one face of structures 720 N/m²

Crossing of services

The following further conditions shall apply when crossing proclaimed roads and communication lines:

- 15 Meter poles shall be use for all national road crossings. The clearances at internal road crossings can be done with shorter poles as long as it conforms to what is required by law.
- Structures supporting crossing spans shall be so located that they will not touch the service crossed should the structure overturn
- One structure supporting a crossing shall be placed as close as possible to the service crossed taking the aforementioned condition into consideration
- The deviation from a right angle when crossing a communication line shall not be greater than 30°
- No joints shall be made in a span crossing a service

MV CONDUCTORS

Requirements

- British Standard un-greased "ACSR" conductors are preferred.
- Sizes required are as per the design.
- The aluminium used for the conductors shall be of the highest purity available.
- No joints shall be allowed in individual wires of a standard drum length.
- The conductors shall be supplied wound onto drums constructed of approved material. The exact length of the conductor with an arrow indicating the correct direction of rolling must be marked on all conductor drums.

Insulators

Insulators together with their fittings shall comply with SANS 166 and SANS 167, as specified and where specified shall offer a high resistance to damage, caused by malicious vandalism. Insulator material shall be cycloaliphatic resin with a creepage of 31mm/kV.

Conductor joints

The Contractor shall, where possible, order the conductor lengths so that there are no joints in any of the spans and that the jointing of conductors only takes place at termination structures.
The electrical conductivity and current carrying capability of the joint shall not be less than that of the conductor.
During assembly of a joint, there must be no possibility of relative movement between individual layers of the conductor.

Hardware and fittings

All strain hardware to be rated and type tested to 120 kN.
All existing hardware and fittings on insulators is to be re-used with the insulators. It must be thoroughly inspected for signs of rust and replaced if any are found.

MV Connectors

4 point shallow indent crimps shall be used for all MV connections, T-shaped for tee offs, non-tensions for jumpers, and full-tension for mid-span joints. This design and construction will not allow any mid span joints in conductor.

Pole stays

Pole stays shall comprise of the following:

- Preformed pole make-off
- Galvanized multi-strand steel wire, 7/4mm
- Galvanized steel stay rod, M24 x 2,4 m, assembly including thimble
- Galvanized steel stay plate, 600 mm x 600 mm x 6 mm.
- Utilization of 120kN stay insulators only as per specification drawing

Stay rods, swivels, etc, shall comply with the relevant requirements of NRS 022: 1993.
Galvanizing shall comply with the appropriate requirements of SANS 121.
Base-plates shall be provided with locking facilities to prevent turning of the stay rods.
Approved means for setting and re-adjusting the stay for stretch and settlement shall be provided.

Porcelain stay insulators shall be used on all stays. They shall have a dry flashover of 35 kV. Cullinan SAG S22 or equivalent shall be used.

INSTALLATION AND ERECTION

Construction

The medium voltage infrastructure shall be phase/phase overhead on the street-front position as per the design on 11m and 13m wooden poles.

Notices

Before the contractor intends erecting conductors across public roads, telephone lines or other power line servitudes, he shall be responsible for giving adequate notice to the appropriate authorities of the date and time at which he proposes to perform the work.
The contractor shall provide alternative route for the traffic.

Erection of structures

The contractor shall ensure that the structures are not strained or damaged in any way during the erection thereof.
The structures shall be vertical to a tolerance of 0.5% at the top of the structure after erection.
Poles shall not exhibit either twisting or bowing greater than the approved tolerances which will not exceed 2% of the mast length.
All ladders are to be removed when erection work is not in progress.

Installation of stays

MV stays shall be as per Eskom D-DT 0341, 0343 and 0350 and Eskom specification DISSCAA01 latest revision. The stays shall be attached to all wood pole strain and terminal structures in the positions indicated on the drawings. The stay shall be installed to form an angle of 45° with the vertical. The stay plate shall be installed at a depth of 1.8 m.
The central part of the 'make-off' shall be double-wrapped onto the pole top, after which the two legs shall be wrapped over the unformed wire to form a seven strand stay of similar strength and diameter to that of the normal stay wire.

Stringing of conductors

Contractors are referred to the relevant clause in this specification with regard to joints in conductors. The method of stringing and the equipment to be used for stringing shall be approved by the engineer prior to the contractor commencing with the stringing of the conductors. The engineer may, if in his opinion, the stringing work is been carried out in an unsatisfactory way, order the contractor to supply additional labour, plant and equipment to execute the work in a proper manner at no additional cost. The contractor shall furthermore make provision in his rates for providing additional labour and equipment required during the crossing of other services and for temporarily staying structures during the stringing operation.
The phase configuration of the conductors shall be RED, WHITE and BLUE from left to right when looking in the direction of the load.
Adequate length of conductors shall be left at the strain structures for the bridging jumpers and these lengths of conductors shall be overlapped and joined at two points using approved two bolt aluminium parallel groove clamps.
An approved red-lead compound shall be used to seal the conductor ends.
The contractor shall provide suitable dynometers, or other approved apparatus necessary for the checking of the work. Dynometers shall be tested and if necessary re-calibrated if so required by the

Engineer. The contractor shall do the stringing according to the sag and tension charts provided.

Medium voltage surge diverters

Standards

SANS 61643-1: Surge diverters for AC power circuits
SANS 60099-1: Non-linear resistor type arrestors for AC systems

Poles for overhead MV power lines

Descriptions

Wooden poles with fibre strength of at least 55 MPa will be used. The wooden poles shall be in accordance with SCSSCAAD7. Only CCA treated poles shall be used in urban applications.

National and international standards

NRS 022: 1993: Stays and associated components

SANS 754: Eucalyptus poles and cross-arms for power transmission, low voltage and telephone system

Requirements for Wooden poles

Wooden poles from group strength a conforming to SANS 754 shall be used.

Requirements for stays

The stays shall be in full compliance with NRS 022: 1993, Stays and associated components.

Staying and Strut Arrangements

All stays must be properly tensioned. The correct insulators, Pfisterer fibreglass rod and ductile iron galvanised end fittings must be used. The stay rods must be planted correctly and must not protrude more than 150mm from the ground. The angle of the stay as well as the rod must be at 45 degrees to the poles with the rod not planted vertical and bent. The correct stay wire with stranding 7/4mm for MV must be used and neatly trimmed at the stay rod. Pole-top make-offs must be used instead of stay bracket and double wrapped around the pole with a coach screw below the pole-top make-off on the side of the stay, see D-DT 0341.
The hole for the stay plate must be done and cut at 90 degrees to the stay direction as per spec SCSSCAA01 with the slot in the ground for the stay rod being cut in line with the stay direction. Where possible, bisector stays must be used and if multiple stays are used, must be separated by 1.5m on the ground. Wherever construction stays are used, they must be removed or slackened.
The correct strut pole brackets must be used as specified in the document. Barbed wire must be installed on all strut poles. Where stays and strut poles have been planted inside customer's yard, written permissions must be obtained from the customers with approvals being formal documents that are filed with the project. Safety risk departments must be issued with copies of this document.

Excavation and Backfilling

Setting out pole holes

The setting out of pole holes will be done by the contractor from dimensions shown on the layout drawings. The contractor shall ensure that the pole holes positions are set out in such a manner that poles will not obstruct access to driveways, building entrances or other access requirements of home owners or the public. Where it is found necessary to move the pole positions to avoid such interference with drive ways and building entrances, the repositioning of poles shall be approved by the engineer.

Excavation of pole holes

The holes for poles shall be as per D-DT 0330 and 0332. Once the poles have been erected and aligned, the excavations shall be backfilled and compacted in layers of 150mm to 95% MOD AASHO using material free of stones, vegetation, etc.
Where the soil is sandy, loose or marshy, the poles shall be planted in a 12:1 sand/cement mixture.

Excavation for Stays

Holes for stays shall be as per D-DT 0350 and shall have a slanted face in the direction of the stay. The depth will be determined by the stay length and application.

Excavated Material

No excavated material shall be left closer than 300mm from the side of the excavation. The excavated material which is considered by the engineer to be suitable for bedding material for the cable shall be placed separately on one side of the trench so that it is available when required. The excavated material shall take up as small an area as possible.

Maintenance of excavations

The contractor shall maintain the excavation in a good condition, free of water, mud, loose ground, rocks, stones, gravel and other strange material until it can be backfilled and compacted. All excavated holes must be barricaded if poles are not planted immediately.

Safety of the public and workmen

The contractor shall ensure the safety of all workmen and the public at all times as required by the Occupational Health and Safety Act, Act No 85 of 1993, and the General Safety Regulations forming part thereof.
Not withstanding the foregoing, the contractor shall ensure that:

- All unattended open trenches and holes either be properly barricaded with safety tape or covered with solid covers,
- Access to driveways be made safe,
- Unsafe areas are lit up at night.

Earthing Design and Installation

Maximum earth résistance

After installation of the medium voltage, the earth resistance shall be measured.
The earth resistance shall not be more than:

Medium voltage earth.... .....: .....10 ohm

Additional earthing

Should the measured earth resistance of the installation exceed 10 ohm, the engineer shall be requested to advice on additional earthing to be installed.

Installation of earthing conductors and electrodes

Choice of earth electrodes

Earth electrodes shall be either copper or steel rods with copper cladding in accordance with SANS 0199: 1985.

Bonding and connection of conductors

The method of bonding earth conductors together and to termination lugs shall comply with the requirements of SANS 121 to prevent galvanic corrosion. The choice of lugs shall also ensure compatibility with the copper conductor to prevent galvanic corrosion. All terminations of earth conductors onto earth bars, electrodes, transformers, and surge diverters shall be by bonded lugs and cadmium-plated bolts, nuts and washers.

Prevention of galvanic corrosion

The installation of earthing systems shall be done in a manner that prevents the use of dissimilar metals which can cause galvanic corrosion. Reference should be made to SANS 121 when selecting material for earthing installations.

Lightning Protection

BIL down-wires

BIL down-wires must be installed at all MV intermediate structures with a 500mm gap between the lowest phase hardware and the wire. The down wire must be extended 500mm past the lowest metal part of the structure and strapped. A gap of 500mm must be left before extending the down wire as is required No BIL down-wire is to be installed on stayed structures and structures with surge arresters.
The top of the BIL wire must be secured to the shield wire. The BIL wire must be stapled to the pole in the following manner; starting at the bottom of the pole, the staples must be spaced 200mm apart for the first 2m and thereafter at 750mm. The size of the wire to be used is 3*3.35 galvanized steel. All the hardware must be bonded together as per D-DT 0310, except steel cross-arm structures. The BIL down-wire must be terminated correctly at the bottom of the poles as per D-DT 0310
For MV wood pole lines the standard arrangement is that the hardware of all three phases are bonded and a BIL down-wire is installed. A gap of approximately 500mm is left between the bonding wire and the BIL down-wire. A circumferential strap is utilised either side of the gap, connected to the BIL down-wire and bonding wire respectively.

Electrical Clearances

Ground clearances for MV & LV conductors

The line profile for the 22kV line will satisfy the clearances given in the Occupational Health and Safety Act, Act No. 85/1993 (OHSA) detailed in the following Table . Refer to the Construction Handbook for the minimum vertical clearances of power lines at maximum sag and swing.
Section 15 of the Electrical Machinery Regulations of the OHS Act specifies the minimum clearances between bare conductors and other conductors and objects. This is the minimum distance that must be maintained in all conditions up to a conductor temperature of 50 degrees centigrade and wind pressure of 500Pa. It is assumed that the lower conductor is at ambient temperature during design to establish this clearance.

	Minimum clearance in meters					
1	2	3	4	5	6	7
Maximum rated phase to phase voltage	Minimum safety clearance	Above ground outside townships	Above ground in townships	Above roads in townships, proclaimed roads outside townships and railways	To communication lines, other power lines or between power lines and cradles	To buildings, poles and structures not forming part of power lines
1.1 or less	-	4.9	5.5	6.1	0.6	3.0
7.2	0.15	5.0	5.5	6.2	0.7	3.0
12	0.20	5.1	5.5	6.3	0.8	3.0
24	0.32	5.2	5.5	6.4	0.9	3.0
36	0.43	5.3	5.5	6.5	1.0	3.0

Table 1 Minimum clearance for OH MV & LV lines

Labelling

All controlling apparatus shall be permanently marked or labelled so as to identify the system or part of the system or the electrical machinery that it controls, and, where such control apparatus is accessible from the front and back, these markings shall be on both the front and the back. Dymotape, masking tape, etc are not permanent labels and may not be used under any circumstances.
All labels shall be permanently and indelibly inscribed and of a size that can be read from ground level and shall be in accordance with Eskom labelling requirements

Label colours

All labels shall have black letters on a yellow background for MV operating equipment. Pole/structure identification numbers are stamped onto aluminium plate.

Label sizes

The label size shall be in accordance with the labelling requirements. The material used shall be durable and resistant to ultraviolet and pollution. Recommended materials are: Iscor Chromodek 0.6 mm (Ref. PO4008 yellow) or aluminium alloy 25 painted with PVF2 yellow. All lettering/numbering shall be a minimum of 50 mm high. It is recommended that Scotch vinyl decals (Ref. GSP220) be used.

Label position

The label shall be positioned in such a way that it is:

- Readable from ground level from the direction that is most logical from an operational perspective. Pole/structure labels shall be fitted 1.8 meters above ground level.
- Not accessible to the public.

Equipment to be labelled:

- MV Operating equipment (Isolating links and transformers).
- MV poles

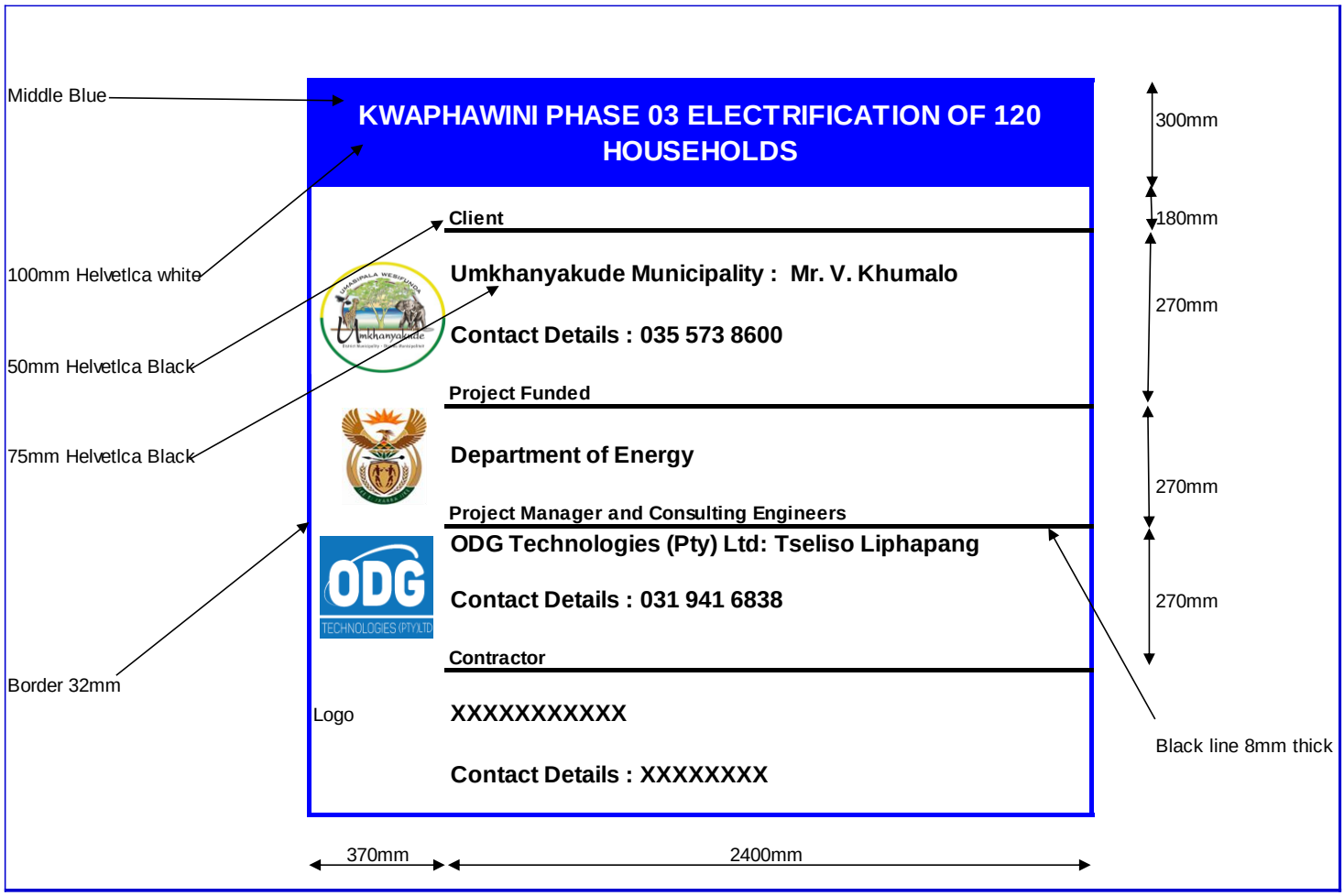
AS-Built drawings

The contractor shall submit the "as-built" drawings on which complete information of the installation, as installed, is indicated after the completion of the installation and before the installation is handed over to the employer.

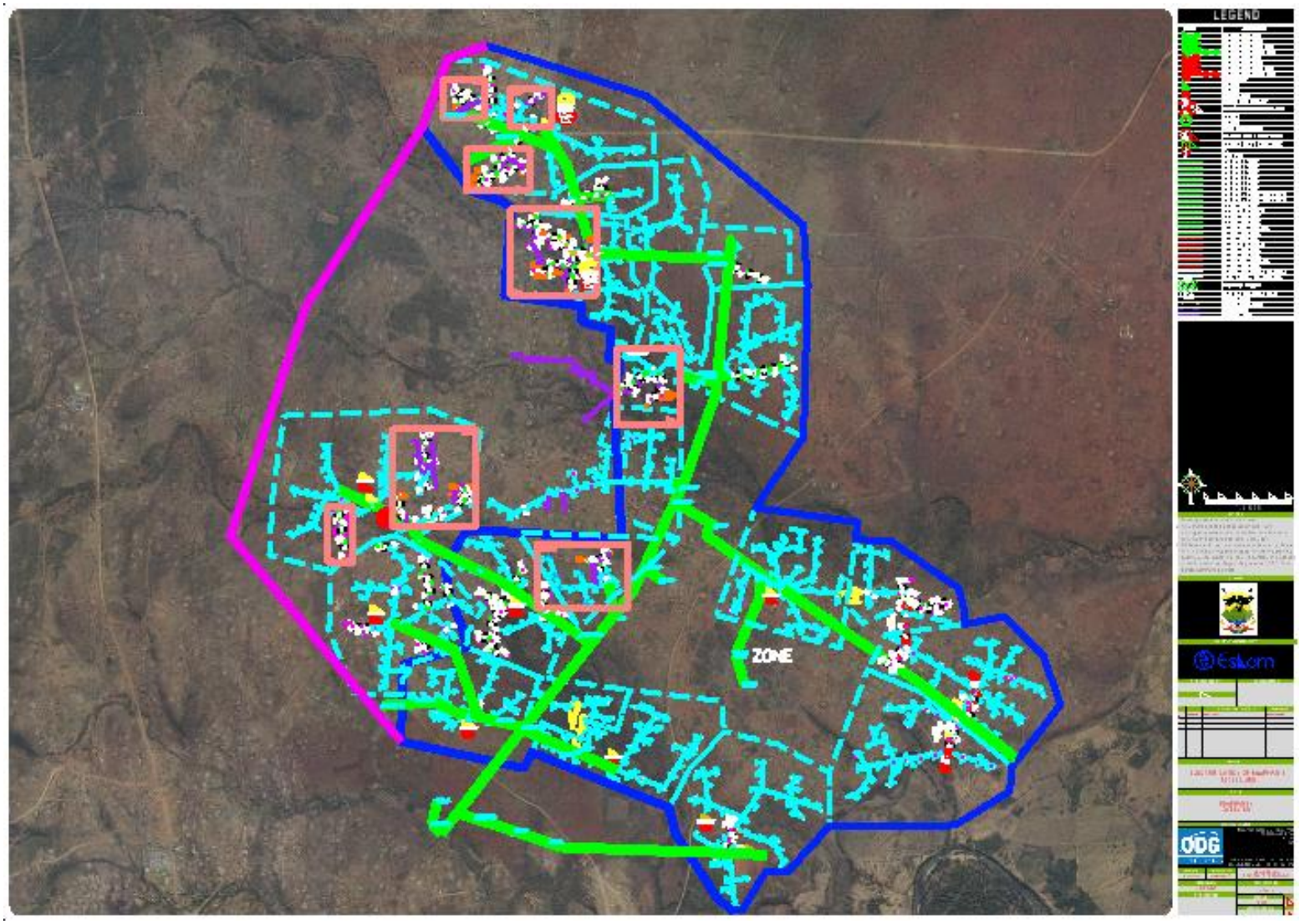
The as-built drawings shall clearly indicate where each type and size of conductor has been installed.

The exact location of each joint shall be dimensioned from a reference point.

C5.2 SITE NAME BOARD



C5:3 DRAWINGS



SITE GPS COORDINATES:

27°21'36.4"S 32°05'44.6"E