



KOUGA MUNICIPALITY EC108 **TENDER NOTICE NO: 230 / 2023**

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIABLE SPEED DRIVES

PARTICULARS OF BIDDER	
Name of Bidder	
Contact Person:	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cellphone Number	
Facsimile Number	Code: Number:
E-Mail Address	
CSD Supplier Number (National Treasury)	
CIDB CRS Number	
Vat Registration Number	

TENDER NOTICE NO: 230/ 2023

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND
MAINTENANCE OF VARIABLE SPEED DRIVES**

CLOSING DATE: 4 December 2023

CLOSING TIME: 12:00

NAME OF BIDDER*:

ADDRESS*:

.....

.....

.....

TEL NUMBER* :

FAX NUMBER* :

CENTRAL SUPPLIER DATABASE NO.*:

CIDB REGISTRATION NO.*:

B-BBEE LEVEL OF CONTRIBUTION*:

TENDER AMOUNT (VAT INCLUDED)*:

TOTAL TENDER AMOUNT SUMMARY :

COMPLETED PERIOD:

(* - TO BE COMPLETED BY BIDDER)

KOUGA MUNICIPALITY

TENDER NOTICE NO: 230/ 2023

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIABLE SPEED DRIVES

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PART T1: TENDER PROCEDURE

T1.1 INVITATION TO TENDER

T1.2 TENDER CONDITIONS AND INFORMATION

T1.3 GENERAL CONDITIONS OF CONTRACT

T1.4 MINIMUM REQUIREMENTS

T1.1: TENDER NOTICE AND INVITATION TO TENDER

INVITATION TO TENDER

KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: ELECTRO-MECHANICAL ENGINEERING
NOTICE NO: 230/2023

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIABLE SPEED DRIVES

Suitably qualified, capable and experienced Contractors are hereby invited to submit tenders for the Supply, delivery, installation, commissioning and maintenance of Variable Speed Drives within Kouga Municipality.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from Monday, 06 November 2023. After downloading the tender document from the website each prospective bidder **MUST** ensure that all the pages of the tender document are printed.

A compulsory virtual clarification session will be arranged for the **Monday, 13 November 2023 @11h00am**. Prospective bidders can request the link via email from tenders@kouga.gov.za.

The link will also be available on the municipal website.

Join Zoom Meeting

<https://zoom.us/j/99249228718?pwd=YXBWU2pVc1NQZjdmY0E1Z1lLOHMxUT09>

Meeting ID: 992 4922 8718

Passcode: 199489

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80 (price)
- The specific goals would be for a maximum of 20 points. To claim for specific goals prospective bidders MUST submit proof/required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **An estimated contractor CIDB Grading of 3EP or higher is required.**
- A valid Tax compliance Status pin must be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission will be 90 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to bbosch@kouga.gov.za.

Completed documents in a sealed envelope endorsed "**NOTICE NO: 230/2023: "SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIABLE SPEED DRIVES"**" must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **MONDAY, 04 DECEMBER 2023 at 12:00.**

C. DU PLESSIS

P.O. Box 21

MUNICIPAL MANAGER
BAY

JEFFREYS

6330

For Placement: Herald/Municipal Website/ Municipal Notice Boards in all offices/areas – 03 November 2023

T1.2: TENDER CONDITIONS AND INFORMATION

TENDER CONDITIONS AND INFORMATION

T1.2.1 Completion of Tender Documents

- (a) The original tender document must be completed fully in black ink and originally signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.
- (e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

T1.2.2 Compulsory Documentation

T1.2.2.1 Tax Compliance Status Pin

- (a) A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.
- (c) If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

T1.2.2.2 Municipal Rates, Taxes and Charges

- (a) A copy of the bidder's and those of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- (c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges or that their rent is not in arrears.

T1.2.2.3 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.

- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment.

T1.2.2.4 Validity of B-BBEE certificates:

- (a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- (b) A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO POINTS BEING AWARDED FOR B-BBEE

T1.2.2.5 Letter of Good Standing from the Commissioner of Compensation

- (a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.
- (c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- (e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

- (f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof is not submitted within the requested time.

T1.2.2.6 Joint venture information

In the case of a Trust, Consortium or Joint venture the following will apply:

- (a) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents.
- (b) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place.
- (c) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
- (d) All members of the trust, consortium or joint venture must submit, with the bid documents:
 - d.1) a valid tax clearance certificate or SARS tax pin, individually;
 - d.2) an agreement that clearly provides clarity of profit and liability sharing; and
 - d.3) a resolution taken by the board of directors of the consortium or joint venture and other information.
 - d.4) that agrees with the trust, consortium or joint venture agreement as detailed in on page 101.

T1.3: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract for electrical, and construction works – third edition 2015.

1.15 "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar

tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions will apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract and information, inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 6.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 6.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser if so, required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests, and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately

at his own cost and forthwith substitute them with 7 supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods,
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods,
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods,
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract. 9

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, except for any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard 11 the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser
- (ii) the date of commencement of the restriction
- (iii) the period of restriction and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 13

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

T1.5: TENDER DATA

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za)

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause Number	Tender Data
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F.1	General
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F.1.1	Actions
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Add the following to F.1.1:

The Employer is KOUGA MUNICIPALITY, represented by the Municipal Manager.

F.1.1.1 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, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2	Tender Documents
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The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

Add the following to F.1.2:

"The following documents form part of this contract:

The General Conditions of Contract for Construction Works, Third Edition (2015), or as amended, as published by the South African Association of Consulting Engineers, the Association of Municipal Electricity Undertakings of S.A., the Electrical Contractors Association

(S.A.), the Steel Engineering Industries Federation of South Africa, the Specialist Engineering Contractor's Committee and the National Building Research Institute, (C.S.I.R.). They are based on the Third Edition (2015) of the SAICE - Conditions of Contract for Construction Works. This publication is available, and Tenderers must obtain copies at their own cost from the South African Association of Consulting Engineering (SAACE).

The Tender Documents issued by the Employer comprise:

Volume 1: The Tender Document (this document), in which is bound:

The Tender

Part T 1: Tendering Procedure

T 1.1 Tender notice and invitation to tender

T 1.2 Tender data

Part T 2: Returnable Documents

T 2.1 List of returnable documents

T 2.2 Returnable schedule

The Contract

Part C 1: Agreement and Contract Data

Part C 2: Pricing Data

Part C 3: Scope of Work

Part C 4: Site Information

Annexures:

Annexure A Project Board

Volume 1 is deemed the "**Returnable Documents**", which must be returned to the Employer in terms of submitting a tender offer.

The successful Tenderer will be expected to sign the agreement in Part C 1 of this tender document within 14 (fourteen) days of the date of notification by the Municipality that his/her tender has been accepted.

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially

ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration

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

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) functionality means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication

Each communication between the employer and a tenderer shall be in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for nonreceipt of communications from or by a tenderer.

Add the following to F.1.4:

Attention is drawn to the fact that verbal information, given during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally in writing to Tenderers will be regarded as amending the Tender Document.

Writing shall be in the English and/or Afrikaans Language.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if:

Add the following to F1.5.1

Section 13 (1) of the Preferential Procurement Regulations 2017 “An organ of state may, prior to the award of a tender, cancel a tender if-

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

The tender be cancelled as a result of there is a material irregularity in the tender process.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 36 F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system.

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 **Tenderer's obligations**

F.2.1 **Eligibility**

Add the following to F.2.1:

Only those Bidders who satisfy the following criteria are eligible to submit bids:

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

Add the following to F.2.1.1:

Only those Bidders who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3ep or higher class of construction work, are eligible to submit tenders.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the Joint Venture is registered with the CIDB,
2. the lead partner has a contractor grading designation in the 3ep or higher class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3ep or higher class of construction work,
4. the contract participation of each member in a Joint Venture shall be in accordance with the individual member's CIDB contractor grading designation.

A certified copy of the Tenderer's registration and grading certificate with the CIDB must be included with the tender.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 **Cost of tendering**

Add the following to F.2.2:

The Employer will **not** compensate the Bidder for making a tender submission.

F.2.2.1 Accept that, unless otherwise stated in the tender data, 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.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

Add the following to F.2.7:

The arrangements for a **compulsory** briefing meeting are as stated in the Tender Notice and Invitation to Tender.

Bidders should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.8 Seek clarification

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

Add the following to F.2.8:

See F.3.1 for clarification.

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.

Add the following to F.2.9:

The Employer will provide **no** insurance.

F.2.10 Pricing the tender offer

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

Add the following to F.2.10.1:

The rates and/or prices will be subject to escalation. Price adjustment allowed. CPA (SEIFSA) will be applicable for the outer years. 1st Year is FIXED.

See C 1.2: Contract Data: Part 1: Data Provided by the Employer: Clause 6.8.2.

$$P = P_0 \left[\left(\left(L \times \frac{EI}{SI} \right) + \left(S \times \frac{EI}{SI} \right) \right) \right]$$

- P – Escalated or New price
- P0 – Base price
- L – Labour percentage
- S – Steel percentage
- EI – Relevant index at the end of the escalation period
- SI – Relevant index at the start of the escalation period

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 necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

Add the following to F.2.12.1:

A Bidder who submits an offer properly and that complies with the specifications **in all regards** may subsequently also submit an alternative offer on his own initiative. The alternative bid shall be submitted on a separate complete set of Tender Documents and shall be clearly marked as an alternative tender. All proposed technical data, as well as the modified Pricing Data, shall be submitted with the alternative tender. Should the Tenderer's offer be in accordance with the specification and **in all regards** be acceptable to the Client, his alternative offer may be considered for purposes of awarding the Contract. The alternative should be suitable and advantageous to the Employer. Any deviation from the specifications or alternative tender conditions must be stated clearly and any savings or additional expenses for the Client, which may be brought about by each deviation or alternative suggestion, must be quantified in the tender document.

Where reference is made to trademarks, the Tenderer may tender for **similar approved** products. Care must be taken, however, that the tendered product is the same and of equal or higher quality than the specified product under **all** circumstances.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions on the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted,

to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

All products must be applied, installed, put into use, etc. **in accordance with** the Supplier's instructions.

The Employer will not be bound to accept any alternative tenders.

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before tender closure.

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.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

Add the following to F.2.13.1:

An electronic copy of the Bill of Quantities will be provided at a Tenderer's request for the Tenderer's own use.

This electronic copy of the Bill of Quantities **must not** be submitted in lieu of the priced copy required in terms of Clause F.2.13.1.

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

Add the following to F.2.13.2:

Parts of each Tender offer communicated on paper shall be submitted as an original plus **0 (nil)** copies.

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

Add the following after the first sentence of F.2.13.3:

The bid shall be signed by a person duly authorised to do so. Bidders submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a public notary or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning.

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

Add the following to F.2.13.4:

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box:

Physical address:

Room 122

16 Woltemade Street
Jeffreys Bay
6330

Identification details: TENDER NOTICE NO: 230/ 2023

**Sealed tenders with the Bidder's name and address and the endorsement:
TENDER NOTICE NO: 230 / 2023- CONTRACT FOR THE SUPPLY, DELIVERY, INSTALLATION,
COMMISSIONING AND MAINTENANCE OF VARIABLE SPEED DRIVES**

on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Bids will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any Bidder present, the names of the Bidders, and if practical, the total amount of each bid and of any alternative bids will be read aloud.

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

Add the following to F.2.13.5:

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

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

Add the following to F.2.13.6:

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will **not** be accepted.

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

Add the following to F.2.15.1:

The closing time for submission of tender offers is **12:00** as stated in the Tender Notice and Invitation to Tender.

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

F.2.16 Tender offer validity

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

Add the following to F. 2.16.1:

The tender offer validity period is **90 (ninety)** days.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

Add the following to F.2.17:

A bid may be rejected if the unit rates or lump sums for some of the items in the Bill / Schedule of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within a period of 7 (seven) days of having been notified in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

Add the following to F.2.19:

Access shall be provided for the following inspections, tests and analysis: **Trial pits / Soil investigation**

F.2.20 Submit securities, bonds and policies

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.

Add the following to F.2.20:

The successful Bidder will have to provide a guarantee as security and documentary proof that the necessary insurance policies required in terms of the Contract have been taken out and provide proof of premium payments to the satisfaction of the Employer.

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.

Add the following to F.2.22:

Return all retained tender documents and drawings within 28 (twenty-eight) days of the expiry date of the validity period - **Not applicable**

F.2.23 Certificates

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

Add the following to F.2.23:

The Bidder is required to submit with his tender:

Tax Compliance Status Pin

(a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

(c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, 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.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements,

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

Add the following to F.3.4.1:

The time and location for opening of tender offers is:

Time: **12:00 on Monday, 4 December 2023**

Location: Room 122, 16 Woltemade street (front entrance), Jeffreys Bay

Bids will be opened on the closing date immediately after the closing time specified in the Bid documents. If requested by any Bidder present, the names of the Bidders and if practical, the total amount of each tender and of any alternative tenders will be read out loud.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

Add the following to F.3.5:

The 2 (two) - envelope procedure will not be followed.

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.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

Add the following Sub-clause F.3.8.1:

Bids will be considered non-responsive if:

- (i) the bid is not compliant with specifications
- (ii) the Bidder has not completed and/or signed the Offer portion of C 1.1: Form of Offer and Acceptance, Part 2 of C1.2: Contract Data and C2.2: Bills/Schedule of Quantities
- (iii) the Bidder does not comply with the minimum contract participation goals as stipulated in terms of the Employer's Preference Procurement policy
- (iv) Bidder has failed to clarify or submit any supporting documentation within the specific days of being requested to do so in writing by SCM.
- (v) The Bidder has not completed and/or signed the Compulsory Enterprise Questionnaire in terms of the Supply Chain Management Act and Local Government Municipal Finance Management Act.

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

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

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

F.3.9 **Arithmetical errors, omissions and discrepancies**

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

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

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

F.3.11 **Evaluation of tender offers**

Add the following to F.3.11:

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in this set of tender documents.

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

Add the following to F.3.11.1:

The procedure for the evaluation of responsive tenders is **Method 2: Minimum requirement, Price and Specific goals.**

F.3.11.2 Method 1: Price and Specific goals

In the case of a price and specific goals:

- 1) Score tender evaluation points for price
- 2) Score points for specific goals
- 3) Add the points scored for price and specific goals.

F.3.11.3 Method 2: Minimum requirements, Price and Specific goals

In the case of a functionality, price and specific goals:

- 1) Tenders that meet the minimum requirements must be evaluated further in terms of the specific goals and price prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 2) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (4) (b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining specific goals in accordance with the table below:

NO	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for BBBEE points allocation please see table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	10 Points- Located within the boundaries of the Kouga Local Municipality 6 Points- Located within the boundaries of Sarah Baartman District Municipality 4 Points- Located within the boundaries of the Eastern Cape 1 Point- Outside of the boundaries of the Eastern Cape

- (4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b).

- (4) (d) The points scored by tender in respect of specific goals contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

- (4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

(5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer.

(5) (b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the specific goals in accordance with the table below:

(5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5) (d) The points scored by tender in respect of specific goals contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

$$NFO = W_1 \times A$$

where: NFO is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m	Is the comparative offer of the most favorable comparative offer.		
P	Is the comparative offer of the tender offer under consideration		

Add the following to F.3.11.7:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is **80 (eighty)** points.

A maximum of **80 (eighty)** tender evaluation points (W_1) will be scored for Financial Offers from responsive tenders under consideration scoring points according to the formula:

$$N_{FO} = W_1 \times [1 - \frac{P - P_m}{P_m}] \text{ where,}$$

P_m

N_{FO} = Number of tender evaluation points awarded for Financial Offer

W₁ = Maximum bid evaluation points awarded for Financial Offer = 80, (eighty), points

P = Financial Offer = Tender Sum (including VAT, contingencies, provisional sums and escalation) = the comparative offer of the tender offer under construction

P_m = Lowest Bid Sum (including VAT, contingencies, provisional sums and escalation) = the comparative offer of the most favorable comparative offer.

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times SO / MS$$

where: *SO is the score for quality allocated to the submission under consideration, MS is the maximum possible score for quality in respect of a submission; and W₂ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data*

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, 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 any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Add the following to F.3.13:

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender.

Tender offers will only be accepted if:

- (i) the Tenderer has included within this document, or provided on request, copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS)

website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order

- (ii) the Tenderer is registered with the Construction Industry Development Board (CIDB) in the appropriate CIDB Contractor grading designation. The bidders CIDB grading should be appropriate and active on day of evaluation and not on closing date and time
- (iii) 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
- (iv) the Tenderer has not:
 - (a) abused the Employer's Supply Chain Management System; or
 - (b) failed to perform on any previous contract and has been given a written notice to this effect.
- (v) the Bidder has completed the Compulsory Enterprise questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (vi) the Bidder is registered and in good standing with the compensation fund or with a licensed compensation insurer.
- (vii) the Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

Bid offers will be rejected if they show any additional items not originally included in the tender documents, conditional or incomplete offers, irregularities of any kind in the tender.

A tender may be rejected if the unit rates, or lump sums for some of the items in the Schedule of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer Fails, within a period of 7 (seven) days of having been notified in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the tender sum unchanged.

The Employer does not bind himself to accept the lowest priced tender, highest point's tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful Tenderer for the whole tender.

Add the following new sub-clause F.3.13.1:

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 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.3.16 Notice to unsuccessful tenderers

F.3.16.1 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.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 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.

Add the following to F.3.17:

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

PART T2: RETURNABLE DOCUMENTS

T 2.1 List of Returnable Documents

T 2.2 Returnable Schedule:

Schedule 1: Certificate of Inspection of Site

Schedule 2: Municipal Tender Document

T2.1 LIST OF RETURNABLE DOCUMENTS

LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following Returnable Documents as part of Volume 1 and 2 of the Tender Documents that form as a whole the Returnable Documents.

1. T 2.2: Returnable Schedule Required for Tender Evaluation Purposes

- Schedule 1: Certificate of Inspection of the Site
- Schedule 2: Municipal Tender Documents
- Schedule 3: Alterations by Tenderer
- Schedule 4: Schedule of Equipment
- Schedule 5: Day Work Schedule
- Schedule 6: Proposed Sub-Contractor
- Schedule 7: Tax Clearance Certificate
- Schedule 8: Confirmation of CIDB Contractor Registration
- Schedule 9: Addenda/Notice(s) Issued to Tenderers
- Schedule 10: Declaration Concerning Fulfilment of the Construction Regulations, 2014
- Schedule 11: Confirmation of Enterprise Registration and Application Form
- Schedule 12: Certificate of Work Experience
- Schedule 13: Pre-Qualification of Bidders

2. Part C 1: Agreement and Contract Data

- 2.1 C 1.1: Form of Offer and Acceptance
- 2.2 C 1.2: Contract Data
- 2.3 C 1.3: Pro-Formas

3. Part C 2: Pricing Data

- 3.1 C 2.1: Pricing Instruction
- 3.2 C 2.2: Bill of Quantities

4. Part C 3: Scope of Works

- 4.1 C 3.1: Description of Works
- 4.2 C 3.2: Particular Specifications
- 4.3 C 3.3: Construction Health and Safety Specifications

T2.2 RETURNABLE SCHEDULE

SCHEDULE 1: CERTIFICATE OF INSPECTION OF THE SITE

SCHEDULE 1: CERTIFICATE OF INSPECTION OF THE SITE (if applicable)

This is to certify that I, _____
representative of contractor, _____
in the company of _____ visited the site on
(date) _____ and studied the Contract Documents / carefully examined the Site.

I have familiarized myself with all local conditions likely to influence the work and the cost thereof and state that no misrepresentations have been made to me regarding the ground and other local conditions.

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

DATE: _____

SIGNED BY EMPLOYER

SIGNED BY BIDDER

SIGNED BY WITNESS

SCHEDULE 2: MUNICIPAL TENDER DOCUMENTS

**SECTION 3.1: MBD 1: BID FOR THE REQUIREMENTS OF THE
MUNICIPALITY OF KOUGA
PART A: INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA MUNICIPALITY					
BID NUMBER:	230/ 2022	CLOSING DATE:	4 DECEMBER 2023	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIABLE SPEED DRIVES				
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:

The Tender Box Kouga Municipality 21 ST CROIX STREET (BACK ENTRANCE) OR 16 WOLTEMADE STREET (FRONT ENTRANCE), ROOM 122 JEFFREYS BAY 6330					
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			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	B. Bosch
CONTACT PERSON		TELEPHONE NUMBER	042 200 2200
TELEPHONE NUMBER	(042) 200 2200	FACSIMILE NUMBER	042 200 8606
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	bbosch@kouga.gov.za
E-MAIL ADDRESS	tenders@kouga.gov.za		

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:

SECTION 4.1: MBD 4: DECLARATION OF INTEREST

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

3.1. Full Name of bidder or his or her representative:

3.2. Identity Number:

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

3.4. Company registration number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state? **YES / NO**

3.8.1. If so, furnish particulars.

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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

3.9.1. If so, furnish particulars.

.....

3.10. 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

3.10.1. If so, furnish the following particulars.

.....

3.11. 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

3.11.1. If so, furnish particulars.

.....

3.12. Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.12.1. If so, furnish particulars.

.....

3.13. Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.13.1. If so, furnish particulars.

.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES / NO

3.14.1. If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Commissioner of Oaths
--

MBD 5: DECLARATION OF PROCUREMENT ABOVE R10 MILLION

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

1. Are you by law required to prepare annual financial statements for auditing? **YES / NO**
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment during the past three years.
.....
.....
.....
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
.....
.....
.....
 - 2.2 If yes, provide particulars:
.....
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**
 - 3.1 If yes, furnish particulars.
.....
.....
.....
4. Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality entity is expected to be transferred out of the Republic? **YES / NO**
 - 4.1 If yes, furnish particulars.
.....
.....
.....

CERTIFICATION

I, THE UNDERSTAND (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THE DECLARATION IS FORM TRUE AND
CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION
PROOF TO BE FALSE.

Signed..... Date.....
Name..... Position.....
Tenderer.....

SECTION 4.2: 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**

(delete whichever is not applicable for this tender).

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

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

- 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.

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as Price and Specific Goals:

- 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.

Below would be the allocation for Specific Goals:

NO	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for BBBEE points allocation please see table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	10 Points- Located within the boundaries of the Kouga Local Municipality 6 Points- Located within the boundaries of Sarah Baartman District Municipality 4 Points- Located within the boundaries of the Eastern Cape 1 Point- Outside of the boundaries of the Eastern Cape

- 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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:
.....
.....
.....
.....

MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity

as of the business trading as to sign all

documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

be, and is hereby, authorized to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium/ Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Kouga Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Kouga Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF CONSORTIUM OR JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes ☐ No ☐
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____

SECTION 4.5: MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully 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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	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)? The Register Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	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:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	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

SECTION 4.6: MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. 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 (MBD9) 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.

I, the undersigned, in submitting the accompanying bid:

in response to the invitation for the bid made by:

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

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.

DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be 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, 2017;
 - 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 am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

SCHEDULE 3 - 11

SCHEDULE 3: ALTERATIONS BY BIDDER

Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specifications, Schedule of Quantities or Drawings or to qualify his bid in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

Should the bidder not desire to make any departures or modifications, he must state **"NONE"** in the schedule hereunder and sign it.

PAGE	CLAUSE OR ITEM

SIGNED ON BEHALF OF THE BIDDER: _____

DATE: _____

WITNESS: _____

SCHEDULE 4: SCHEDULE OF EQUIPMENT

Schedule 13 also request a schedule of Plant / Tools / Equipment under criterion no. 3, both schedule 4 and 13 needs to be completed in full.

If my/our bid is successful, I/we of

undertake/s to place the following equipment on the site for the execution of the works:

NAME AND DESCRIPTION	NUMBER

In accordance with Clause 30 of the General Conditions of Contract, I/we undertake not to remove any plant and/or equipment from the construction site without the written consent of the Engineer, which consent shall not be unreasonably withheld.

SIGNED ON BEHALF OF THE BIDDER: _____

DATE: _____

WITNESS: _____

SCHEDULE 5: PROPOSED SUB-CONTRACTORS

In order to complete the Works under this Contract, I/we propose to employ the following Sub-contractors to carry out the portion/type of work as detailed.

(Note: All proposed Sub-contractors must be listed).

SUB-CONTRACTOR: NAME, ADDRESS AND TELEPHONE NO.	PORTION / TYPE OF WORK TO BE UNDERTAKEN	ESTIMATED VALUE OF WORK

SIGNED ON BEHALF OF THE BIDDER: _____

DATE: _____

WITNESS: _____

SCHEDULE 6: TAX CLEARANCE CERTIFICATE

The Bidder must attach to this page an original Tax Compliance Status Pin Clearance Certificate from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a Joint Venture between two or more firms, the Bidder shall attach an original /copy of the Tax Clearance Certificate for each of the Joint Venture partners.

- a) A valid original Income Tax Compliance status pin must accompany the bid documents unless the Bidder is registered on the Accredited Supplier Database of the Municipality and they have a valid original Income Tax Clearance Certificate for the Bidder on record. The onus is on the Bidder to ensure that the Municipality has an original Income Tax Compliance status pin on record. If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate, the Bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.
- b) In the case of a Consortium / Joint Venture every member must submit a separate Tax Compliance status pin with the bid documents unless the member is registered on the Accredited Supplier Database used by the Municipality and they have a valid original Tax Compliance status pin for the member on record.
- c) If a bid is not supported by a valid original Tax Compliance status pin, either as an attachment to the bid documents or on record in the case of suppliers registered on the Accredited Supplier Database of the Municipality, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

SCHEDULE 7: CONFIRMATION OF CIDB CONTRACTOR REGISTRATION

I/We understand that only Bidders who are registered with the Construction Industry Board (CIDB) in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tender for a **3EP class of construction work**, are eligible to submit bids.

I/We understand that Joint Venture are eligible to submit tenders provided that:

- i. Every member of the Joint Venture is registered with the CIDB at the closing date for bids
- ii. Lead partner has a **3EP Contractor grading**
- iii. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board (CIDB) Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3EP class of construction work**.
- iv. The contractor participation of each member in a Joint Venture is in accordance with the individual member's CIDB contractor grading designation.

I/We understand that the Employer may only enter a formal contract with a Bidder who is registered with the Construction Industry Development Board (CIDB) as a CIDB Designation 3EP (Electrical Engineering Works – Infrastructure) Contractor and has been issued with such a CIDB Contractor registration grading designation.

Contractor Industry Development Board (CIDB) Contractor Registration

I/We wish to confirm the following:

(Tick the relevant box)

☐ YES ☐ NO

I/We am/are registered with the CIDB as a 3EP (Electrical Engineering Works – Infrastructure) Contractors:

Registration No.: _____

I/We understand that:

Bidders must be registered prior to the closing date/time for tender submissions in a CIDB Contractor grading designation equal to or higher than Contractor grading designation determined in accordance with the sum tendered for a 3EP class of construction work.

NB: DOCUMENTARY EVIDENCE/PROOF OF CIDB CONTRACTOR REGISTRATION TO BE APPENDED TO THIS SCHEDULE.

SIGNED ON BEHALF OF THE BIDDER: _____

DATE: _____

WITNESS: _____

SCHEDULE 8: ADDENDA / NOTICE(S) ISSUED TO TENDERERS

We confirm that the following communications / addenda / notice(s) to Bidders received from the Employer before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

ADDENDUM NO.	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of Addenda / Notices issued to Tenderers indicating proof of receipt shall accompany this Schedule.

Number of sheets appended by the Bidder to this Schedule _____ (If nil, enter NIL)

SIGNED ON BEHALF OF THE BIDDER: _____

DATE: _____

WITNESS: _____

SCHEDULE 9: DECLARATION CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4 (3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my Company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. *(Tick ✓)*

☐ YES

☐ NO

2. Indicate which approach shall be employed to achieve compliance with the Regulations. *(Tick ✓)*

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) – Specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached):

4. Provide details of proposed training (if any) that will be undergone:

5. List potential key risks identified and measures for addressing risks:

-
-
6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. *(Tick ✓)*

☐ YES

☐ NO

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS BID:

SIGNED ON BEHALF OF THE BIDDER: _____

(Name in print): _____

ID NO.: _____

WITNESS: _____

(Name in print): _____

ID NO.: _____

DATE: _____

SCHEDULE 10: CERTIFICATE OF WORK EXPERIENCE

Schedule 13 also request relevant references under criterion no. 2, both schedule 12 and 13 needs to be complete in full.
I/We, of _____

Certify hereby that the following list represents contracts successfully completed by me/us in the recent past and that it is of a similar nature as the work described in this document.

NATURE OF WORK	VALUE	DATE OF COMPLETION	EMPLOYER AND CONTACT PERSON WITH TEL. NO.

SIGNED ON BEHALF OF THE BIDDER: _____

DATE: _____

WITNESS: _____

SCHEDULE 11: MINIMUM REQUIREMENTS

Service Providers that do not meet all the minimum requirements by submitting a 'No' in the Minimum requirements table below will be considered non-responsive. **PLEASE NOTE: FAILURE TO ATTACH ABOVE LISTED MINIMUM REQUIREMENTS WILL RENDER THE TENDERER NON-RESPONSIVE**

Line	Minimum Criteria	Details	SUBMITTED Yes/No PROVIDE CLEARLY MARKED PROOF
Disinfection Infrastructure Services			
1	Provide a valid Letter of Good Standing.	Please attach Valid Letter of Good Standing from authorities.	
3	Service Provider must attach a company Profile. The company must have worked on a minimum of three projects involving the scope of this tender.	The profile must be presented in a logical flow format from senior to junior. All staff positions clearly indicated and key staff identified.	
5	Must have one (1) qualified Site Supervisor with minimum of 5 years' industrial experience. Applicants must indicate work experience in this field or similar in the template provided and provide the necessary qualifications. Refer to Personnel Requirements .	Please attach for each: -Highest Qualification Position and details clearly identified. Complete and include in the document.	
6	Must have a minimum of one (1) qualified Mechanical Artisan with QCTO and/or Department of labour listed Trade Test and/or SETA Approved Trade Test Certificate. A minimum of two years post trade test experience is compulsory. Applicants must indicate work experience in this field or similar in the template provided and provide the necessary qualifications. Refer to Personnel Requirements .	Please attach for each: - QCTO and/or Department of labour listed Trade Test and/or SETA Approved Trade Test Certificate in Mechanical field, Complete and include in the document.	
7	Must have a minimum of one (1) Mechanical Artisan Assistant , must have Grade 10 (STD 8) qualification and/or N1 Mechanical qualification with 6 months' industrial experience. Applicants must indicate work experience in this field or similar in the template provided and provide the necessary qualifications. Refer to Personnel Requirements .	Please attach for each: - Grade 10 (STD 8) qualification and/or N1 Mechanical qualification, Complete and include in the document.	

Line	Minimum Criteria	Details	Yes/No
------	------------------	---------	--------

8	Must have a minimum of one (1) qualified Electrical Artisan with QCTO and/or Department of labour listed Trade Test and/or SETA Approved Trade Test Certificate. A minimum of two years post trade test experience is compulsory. Must have a valid wireman's license, Certificate must be valid during the contract period. Applicants must indicate work experience in this field or similar in the template provided and provide the necessary qualifications. Refer to Personnel Requirements .	Please attach for each: - QCTO and/or Department of labour listed Trade Test and/or SETA Approved Trade Test Certificate in Mechanical field, - Valid Wireman's license Complete in the document with all required support documentation.	
9	Must have a minimum of one (1) Electrical Artisan Assistant , must have Grade 10 (STD 8) qualification and/or N1 Electrical qualification with 6 months' industrial experience. Applicants must indicate work experience in this field or similar in the template provided and provide the necessary qualifications. Refer to Personnel Requirements .	Please attach for each: - Grade 10 (STD 8) qualification and/or N1 Electrical qualification, Complete in the document with all required support documentation.	
10	Must have a minimum of one (1) qualified General Assistant Applicants must indicate work experience in this field or similar in the template provided and provide the necessary qualifications. Refer to Personnel Requirements .	Complete in the document with all required support documentation.	
11	The Service Provider must have for execution of the tender, a minimum of two industrial vehicles	Please attach: -Certified copies of vehicle registration - If leasing vehicles- provide confirmation letter from leasing company Complete in the document with all required support documentation.	

Company staff and details

Total staff compliment: Permanent Temporary

Made up as follows (Permanent staff only): No. of years' experience in PV field.

Category	Number of skilled staff	Years' experience	Year with the company
Executive			

For **this project** staff allocation would be:

Employees locally sourced Imported

Category	Number of skilled staff	Years' experience	Year with the company
Executive			
Management			
Skilled			
Semi-skilled			
Unskilled			

Please provide the field of expertise and experience of the following category of persons.

Project/ Contracts manager on site Name and Surname:
Experience:

Site Supervisor on site Name and Surname:
Experience:

Skilled personnel on site Name and Surname:
Experience:

Semi- skilled personnel on site Name and Surname:
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
Experience:

Unskilled personnel on site Name and Surname:
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.

References

List last 4 contracts (preferably VSD content) undertaken where the value exceeded R 500 000.00 and Contact person and Tel. No.

Description	Value	Contact Name	Tel no.

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

(AGREEMENT)

OFFER

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

TENDER NOTICE NO: 230/ 2023 – CONTRACT FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIABLE SPEED DRIVES

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 authorized, signing this part of this FORM OF OFFER AND ACCEPTANCE, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract, including compliance with all its terms and conditions according to their true intent and meaning, for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Rand (in words),

R _____ (in figures).

This offer may be accepted by the Employer, by signing the acceptance part of this FORM OF OFFER AND ACCEPTANCE and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the Tenderer

(Name and Address of Organisation)

Name & Signature
of Witness _____

Date _____

ACCEPTANCE

By signing this part of this FORM OF OFFER AND ACCEPTANCE, the Employer identified below, accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the Terms and Conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: AGREEMENTS AND CONTRACT DATA (which includes this agreement)
- Part C2: PRICING DATA
- Part C3: SCOPE OF WORK
- Part C4: SITE INFORMATION

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

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

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this agreement comes into effect. Failure to 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 Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) _____
Name(s) _____
Capacity _____

For the Tenderer

(Name and Address of Organisation)

Name & Signature
of Witness _____ Date _____

SCHEDULE OF DEVIATIONS

NOTES:

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

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

FOR THE CONTRACTOR (SUCCESSFUL TENDERER):

Signature(s) _____
Name(s) _____
Capacity _____

For the Contractor

(Name and Address of Organisation)

Name & Signature
of Witness _____ Date _____

C1.2: CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONTRACT DATA FOR TENDER NOTICE NO: 230/ 2023

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIABLE
SPEED DRIVES**

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015 (SAICE), or as amended, as published by the South African Association of Consulting Engineers, (SAACE), is applicable to this Contract and is obtainable from CESA at own cost.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract are applicable to this Contract:

Compulsory Data

Clause 1.1.1.11:

The Defects Liability Period is *12 (Twelve) months, measured from the date of the Certificate of Completion.*

Clause 1.1.1.12:

The name of the Employer is *Kouga Municipality.*

Clause 1.2.1.2:

The address of the Employer is *PO Box 21, JEFFREYS BAY, 6330.*

Clause 1.3.5:

The Municipality shall retain *copyright and property rights on his documentation, etc.*

Clause 5.3.1:

The Commencement Date will be the date that the site is handed over to the Contractor by the Client.

The Contractor shall commence executing the Works within *14 (fourteen) days from the Commencement Date.*

The documentation required before commencement with Works execution is:

- Health and Safety Plan (Refer to Clause 4.3)
- Initial programme (Refer to Clause 5.6)
- Security (Refer to Clause 6.2)
- Insurance (Refer to Clause 8.6).

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is *14, (Fourteen), days.*

Clause 5.4:

Add the following sub-clause:

“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 own cost any additional facilities outside the Site required by him for purposes of the Works.”

Clause 5.8.1:

The non-working days are *usually Sundays*.

The special non-working days are:

(1) *Public holidays and the official Builder's Holiday (Year End Break).*

(2) *The year end break commencing on 15 December and ending on 11 January.*

Clause 5.13.1:

The penalty for failing to complete the Works is *0,07% for the final Contract Price per calendar day of delay. Maximum amount of delay damages is 5,00% of Final Contract Price.*

Clause 5.16.3:

The latent defect period is *10 (Ten) years*.

Clause 6.2:

Add the following new sub-clause 6.2.4:

The liability of the security shall be for *10% (Ten percent) of the Tender Sum*.

Clause 6.6:

In the second line of sub-clause 6.6.1.2, after the words “sum or sums” insert the words “excluding VAT.”

In the first line of sub-clause 6.6.1.2.1, after the words “sum or sums” insert the words “excluding VAT.”

In the second line of sub-clause 6.6.1.2.2, after the word “sum” insert the words “excluding VAT.”

In the fourth line of sub-clause 6.6.2, after the word “price” insert the words “excluding VAT.”

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is *80 (Eighty) %*.

Clause 6.10.3:

The limit of retention money is *10 (Ten) %*.

Clause 8.6:

Add the following new sub-clause 8.6.8:

“8.6.8 Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of insurance.”

Clause 8.6.1.1.2:

The value of Plant and Materials supplied by the Employer to be included in the insurance sum is *R0-00 (Nil Rand)*.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 150 000-00 (*One Hundred and Fifty Thousand Rand*).

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R 1 000 000-00 (*One Million Rand*).

Clause 9.2.1:

Add the following new sub-clause 9.2.1.3.8:

“9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.”

Optional Data**Clause 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 2.4.
2. Delegation of Engineer's authority in terms of Clause 2.7.
3. Providing consent for subcontracting part of the contract in terms of Clause 6.2.
4. The issuing of further drawings or instructions in terms of Clause 13.1.
5. The issuing of instructions for dealing with fossils and the like in terms of Clause 15.
6. Authorising the Contractor to repair and make good, excepted risks in terms of Clause 32.2.2
7. The issuing of variation order in terms of Clause 36.2.
8. Issuing of instructions to carry out work on a day work basis in terms of Clause 37.1.4.
9. Granting permission to work during non-working times in terms of Clause 38.1.
10. Suspend the progress of the works in terms of Clause 39.1.
11. The issuing of an instruction to accelerate progress in terms of Clause 40.3.
12. The approval of any extension of time for completion in terms of Clause 42.2.
13. The reduction of a penalty for delay in terms of Clause 43.2.
14. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 46.4.
15. The giving of a ruling on a Contractor's claim in terms of Clause 48.5.
16. The agreeing for an extension to the 28 period in terms of Clause 48.5.1.
17. The inclusion of credits in the next payment certificate in terms of Clause 48.5.2.
18. The agreeing of the adjustment for the sums for general items in terms of Clause 50.1.

Clause 5.4.2:

The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site information.

Clause 6.8.2:

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule. *The Client shall therefore pay escalation for the outer years on this project. CPA (SEIFSA) will be applicable for the outer years. 1st Year is FIXED.*

C1.2 CONTRACT DATA

The General Conditions of Contract for Construction Works – third edition (2015) by the South African Institute of Civil Engineering is applicable to this contract.

The General Conditions of Contract for Construction Works make several 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 procedure for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of Data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

The additional clauses to the General Conditions of Contract are:

PART 2: DATA PROVIDED BY THE CONTRACTOR

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.6:

The name of the Tenderer is _____

Clause 1.2.1.2:

The address of the Tenderer is:

Physical address: _____

Postal address: _____

E-mail address: _____

Fax number: _____

Contact person: _____

Cell No.: _____

Clause 29:

The time for achieving Practical Completion is _____ weeks from the Commencement Date.

Clause 1.1.22:

The security to be provided by the Tenderer shall be the following:
Performance guarantee of 10 (Ten) % of the Contract Sum.

SIGNED ON BEHALF OF THE TENDERER: _____

DATE: _____

WITNESS: _____

C1.3: PRO FORMAS

C1.3.1 FORM OF GUARANTEE

TENDER NOTICE NO: 230/ 2023

WHEREAS **Kouga Municipality**
(hereinafter referred to as "the Employer") entered into a Contract with

(hereinafter called "the Contractor")

on the _____ day of _____ 20 _____

for the construction of:

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIABLE
SPEED DRIVES**

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

AND WHEREAS

has/have at the request of the Contractor, agreed to give such a 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 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 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 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:

_____(R _____)
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. This guarantee is neither negotiable nor transferable.
8. We hereby choose our address for the serving of all notices for all purposes arising here from as:

IN WITNESS WHERE OF this guarantee has been executed by us at _____ on
this _____ day of _____ 20____ .

Duly authorized to sign on behalf of _____

Signature: _____

Address: _____

As witnesses:

1. _____

2. _____

C1.3.2 CERTIFICATE OF OWNERSHIP OF MATERIAL ON SITE

FULL NAME OF CONTRACTOR:

ADDRESS:

NAME OF EMPLOYER:

ADDRESS:

CONTRACT DATE:

CONTRACT NO.:

The undersigned Contractor hereby certifies that:

- (i) The material listed hereunder (the material), which were formerly my sole and exclusive property and to which no third party has any rights, have been paid for all and lawfully acquired by _____ (the Employer),
- (ii) Upon such payment constructive delivery of the material to the Employer took place,
- (iii) Ownership of the material vests in the Employer,
- (iv) The material is insured in accordance with the requirements of the General Conditions of Contract,
- (v) The material is held by the Contractor in storage for and on behalf of the Employer at (address)

_____ (the premises), and certifies further that the premises are:

(a) The property of the Contractor; or

(b) The property of _____ (of address) _____

And are let to the Contractor by _____
(of address) _____

[illegible]

DATE: _____

WITNESS: _____

C1.3.3 OHS MANDATARY FORM

(TO BE COMPLETED AND SIGNED BY ALL MANDATARIES)

OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

Note: Section 1(1)(xxviii) of the Act defines a “Mandatory” as including “an Agent, a Contractor or a Sub-Contractor for Work.”

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37 (2) of the Occupational Health and Safety Act, Act No. 85 of 1993, hereinafter referred to as “the Act”, that the Contractor as an Employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- i. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms of the Act, and
- ii. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations in respect of the work included in the Contract, and
- iv. 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 on behalf of the Employer and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at _____ on the _____ day of _____ 20_____.

WITNESS:

for and on behalf of the **Contractor**

WITNESS:

for and on behalf of the **Kouga Municipality**

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTION

PRICING INSTRUCTION

KOUGA MUNICIPALITY

TENDER NOTICE NO: 230/ 2023

BILL (SCHEDULE) OF QUANTITIES

GENERAL REFERENCES

1. The work scheduled below is described in more detail in the specifications and drawings. Where certain items are referred to the GCC or Specification or a certain drawing number for more information, the Tenderer is referred to the complete GCC, Specification and Drawings and it must not be presumed that the references are complete.
2. Arithmetical errors will be corrected. See T 1.1: Tender Data: Annexe F: F 3.9 of this Tender Document.
3. The price quoted in the Rate Column next to each item shall be assumed **the all- inclusive price** for the work to be executed as referred to in the item.
4. The prices as tendered in the Bill of Quantities shall be taken as being valid for the full duration of the Tender, unless otherwise stated in C 1.2: Contract Data: Part 1: Clause F.2.10.1 of this Tender Document. For the other years **CPA (SEIFSA)** will be applicable.
5. Should **no rate** be tendered, "**Included Elsewhere**" or "**Nil**" must be written in the Amount Column. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill.

Where an item is priced "**Included Elsewhere**" or "**NIL**" it will be taken that **no remuneration** is payable or will be paid, **regardless of** if the final quantity differs from the quantity measured in the tender document at the time of handing in of the tender. The Client will thus make **no** additional compensation for these items, regardless of the final quantities for that item.

6. No deviation that may be requested by the Tenderer from the above, or from the GCC, Specification, Bill of Quantities, Tender form and conditions, shall be considered, unless clearly indicated in Part 2: Returnable Documents: Schedule 3 of this Tender Document when the Tender Document is submitted.
7. The costs to comply with all the conditions, obligations and liabilities and as described in the GCC and Specifications, shall be assumed as being all inclusive in this Bill of Quantities, except if indicated differently in Part 2: Returnable Documents: Schedule 3 of this Tender Document.
8. The Bill of Quantities must be completed in **BLACK INK** and must not be removed from the bound set of documents.
9. **No** correction fluid may be used.
10. The time of completion, as specified by the Tenderer, must be written into the Quantity Column in accordance with C 1.2: Contract Data: Part 2 of this Tender document.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each standardised specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict

with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

Reference shall be made, inter alia, to the Drawings, Standard Specifications, Project Specifications, General Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of the work entailed under each item.

12. The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities the Engineer may direct from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
13. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted, as these will be used as basis for assessment of payment for additional works that may have to be carried out.
14. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
15. The unit of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre
m	=	metre
km	=	kilometre
m ²	=	square metre: cable size / cross-sectional area
kV	=	kilo volt
Cu	=	copper
Al	=	aluminum
kW	=	kilowatt
BCC	=	Bare copper conductor
CPA	=	Contract Price Adjustment (SEIFSA)

$$P = P_0 \left[\left(\left(L \times \frac{EI}{SI} \right) + \left(S \times \frac{EI}{SI} \right) \right) \right]$$

- P – Escalated or New price
- P₀ – Base price
- L – Labour percentage

- S – Steel percentage
- EI – Relevant index at the end of the escalation period
- SI – Relevant index at the start of the escalation period

OPGW = Optical Ground Wire

AAAC = All Alloy Aluminium Conductor

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

Unit: The unit of measurement for each item of work as defined in the specifications.
Quantity: The number of units of work for each item.
Rate: The payment per unit measurement at which the Tenderer tenders to do the work.
Amount: The product of the quantity and the rate tendered for an item.
Lump Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but the quantity of work of which is not measured in any units.

17. This Bill of Quantities forms an integral part of the contract documents.

The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the General Conditions of Contract.

18. Rates and lump sums shall be comprehensive. Full compensation for completing and maintaining, during the maintenance period, all the work shown on the drawings and specified in the specifications, and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Special Conditions of Contract and specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.
19. The stating of quantities of material or amount of work in the Bill of Quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials for or executing work or making arrangements in this regard.
20. Reference shall be made to Clause 36 of the General Conditions of Contract regarding provisional sums and prime cost sums.
21. All rates and sums of money quoted in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.
22. Final quantities will be calculated to the first decimal point (1 digit)

C2.2: BILL OF QUANTITIES

BILL OF QUANTITIES					
DESCRIPTION	UNIT	QTY	RATE EXCL VAT	VAT	RATE INCL VAT
Project Costs Design & commission					
For three sets of electronic and hard copies of "As-built" drawings, test certificates to be submitted to Engineer on hand-over. Rate must include the cost of the specified personal to design the panel.					
	Sum	1			
Subtotal 1					
Supply, delivery, installation and commissioning. <u>NOTE: The rates are just applicable to the sizes of the motors and not limited to the amount of VSD's to be installed.</u>	<u>Size</u>				
T10 motor	75kW	6			
VS6 motor	55kW	4			
T8 motor	45kW	2			
V6 motor	45kW	4			
S4 motor	18,5kW	4			
Submersible	34kW	4			
Submersible	48kW	4			
Subtotal 2					
Training: VSD & PLC Programming	-				
Trainee	-	1			
Subtotal 3					

TOTAL BROUGHT FORWARD	RATE EXCL VAT
SUB-TOTAL 1	
SUB-TOTAL 2	
SUB-TOTAL 3	
TOTAL TENDER AMOUNT EXCL VAT	
VAT @15%	
TOTAL TENDER AMOUNT INCL VAT	

PART C3: SCOPE OF WORKS

C3.1: DESCRIPTION OF THE WORKS: PROJECT SPECIFICATION

KOUGA MUNICIPALITY

TENDER NOTICE NO: 230/ 2023

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIABLE
SPEED DRIVES**

PROJECT SPECIFICATION

SCOPE

Section 1 contains a general description of the project, available facilities and the conditions with which the works have to comply.

Section 2 consists of variations to the standardised and particular specifications applicable to this contract.

The specification and drawings show the general nature of the work and not all details are shown. The responsibility lies with the contractor to provide for all materials and installation in order to furnish a complete functional installation.

CONTRACTOR'S RESPONSIBILITY

The work consists of the supply, installation, -testing, commissioning, and free maintenance during the guarantee period of the installation detailed in this Specification and on the accompanying drawings.

The Contractor shall provide all materials, equipment, labour, and services necessary for the complete, safe and efficient installation and operation of the electrical installation in accordance with the intent of this Specification and the drawings. The tendered prices shall include all costs incurred in meeting these requirements.

STATUTORY REQUIREMENTS AND STANDARDS

The activities shall comply with the statutory requirements and relevant guidelines, inter alia the Occupational Health and Safety Act 85 of 2014 as amended, Municipal bylaws and regulations and any special requirements of the supply authority, the relevant standards and codes of practice, whether NRS, SABS or BS.

SAFETY PROCEDURE

Any switching of existing power supplies shall be arranged beforehand with the Responsible Person of the Municipality.

The Contractor shall not perform work on any portion of a network until such portion has been isolated and earthed.

The Contractor shall request a written Work Permit from the Responsible Person, which shall be completed in duplicate. The original Work Permit shall be retained by the Contractor until completion of his work. Upon completion of the work, the Contractor shall sign a statement to this effect. He shall hand this statement, as well as the used Work Permit to the Responsible Person, to enable the latter to re-energise the relevant portion/portions of the network.

CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS

Should there be conflict between the Specification and the Drawings then sections shall be considered in the following order of priority:

Project Specification
Standard Technical Specifications
Schedule of Quantities
Drawings

Should the Contractor note an inconsistency between the Specification and Drawings, he shall be responsible for notifying the Engineer and obtaining clarification or instructions prior to ordering or installing equipment.

C3.1 THE WORKS

PS PRECEDENCE OF PROJECT SPECIFICATION

STATUS

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardized Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Bill of Quantities
Drawings
Project Specifications
Particular Specifications
SANS AND NRS Standardized Specifications

C3.2 PROJECT SPECIFICATIONS

PS 1 DESCRIPTION OF THE WORK

The project consists of the following:

1. General

VSD in Motor Operation

- Shall be capable of controlling and correctly protecting the motor/s throughout the required speed range.
- Should include protection features to ensure that the motor may not operate in an Overload Condition which may cause damage to the connected motor.
- Shall be selected based on the Full Load Operating Current of the motor.
- No under sizing or over sizing of VSD's permitted.
- Shall be capable of controlling the motor with a Constant or Variable Torque Output, to operate the desired load.
- Shall have parameters within VSD's for the easy selection between Constant and Variable Torque Operation.
- Shall be capable of operating with High Efficiency motors.

Cable Lengths

- Must be suitable for operating motors with a cable length of +/- 100m.
- All additional uses and requirements must be clearly illustrated in the Product Manual, i.e., additional output filters, chokes, etc.

2. Standards

Conformance

- Declaration of conformity for relevant safety provisions of the VSD manufacturer must be provided, i.e.,
 - ☐ Low Voltage Directive – 2006/95/EC
 - ☐ EMC (electromagnetic compatibility) Directive – 2004/108/EC
- Standard: Comply: (Y/N)
- Adjustable speed electrical power drive systems.
- Safety requirements.
- Electrical, thermal and energy.
- Adjustable speed electrical power drive systems.
- EMC requirements and specific test methods.
- Limits and methods of measurements of disturbance characteristics, i.e., industrial, frequency, etc.
- Specifications for degrees of protection provided by enclosures.
- Limits for currents produced by equipment connected to the low voltage systems with current input < 16A and ≤ 75A per phase.
- All products will carry the standard logo on their data label and associated packaging.

Underwriters Laboratories (UL)

- All VSD must be compliant with national standards of installation.
- The product supplied will be certified to UL and appropriate standards.

- The product data label will carry the standard UL logo.
- Standards numbers required for VSD's must be listed.
- i.e., Power Conversion Equipment, etc.

Certifications

- The provider must obtain certifications for all standards.

RoHS (Restriction of Hazardous Substances)

- VSD and associated components must be manufactured in accordance with RoHS directive.
- A statement of the manufacturing company's policy for RoHS must be provided.

Manufacturing Standards

- The provided VSD must conform to manufacturing certifications/standards and appropriate documentation must be provided.
- ISO 9001 Quality Management Systems

Environmental Standards

- The chosen VSD supplier shall operate an environmental managements system in accordance with 2001/65/EU.
- A copy of the certification of compliance shall be provided on request.

Conformal Coating

- VSD will be provided as standard with conformal coating applied to all sensitive electrical components, i.e., processors, high density electrical IC's, connectors, etc.
- VSD will be provided with conformal coated of the PCB's (printed circuit board) and internal electronics to further protect from environmental conditions.
- Conformal will be applied in accordance with IPC-CC-830C; IEC-60-72-1-3-3 standards.

Harmonics

- VSD shall be of low harmonic design.
- Shall provide compliance with IEEE519 for units in the range of input current > 16A and $\leq 75A$ per phase.
- 45kW for use on three (3) phase supplies, shall utilize film capacitors in DC link, to minimize harmonic distortion, without the need for AC or DC chokes.
- 45kW may utilize conventional electrolytic capacitors and AC or DC chokes.
- The supplier shall provide an estimate of the expected harmonic levels for the proposed project installation.

EMC (Electromagnetic Compatibility)

- All VSD will be available with inbuilt EMC filters as standard.
- Non-filtered or filter disconnected units must be available.

Vibration

- The VSD must be vibration assessed as part of the design process against the following standards:
 - ☐ Bump test: Reference standard IEC60068-2-29
 - ☐ Random vibration test: Reference standard IEC60068-2-64
 - ☐ Sinusoidal vibration test: Reference standard IEC60068-2-6

3. Environmental Conditions

Operating Temperature

- All VSD must be suitable for operation within an ambient temperature range of -10° to 40°.
- If de-rating of the VSD is required to meet higher operational temperatures, then the de-rating factor for the VSD at the maximum ambient temperature must be provided in writing by the manufacturer.

Humidity

- VSD must be capable of withstanding operation in environments with humidity of maximum 95% non-condensing.
- In applications above the range conformal coated VSD will be provided with confirmation from the manufacturer of their suitability for operation in given environment.

4. VSD Ratings

Supply Voltage Ratings

- All VSD shall be capable of operating on AC Supply Voltages applicable to the end site, with suitable tolerance for variations in the incoming mains power supply.
- The applicable supply voltage range must meet one of the below:
- 380 – 480 VACS +/- 10%
- VSD shall be capable of operating continuously within the specified voltage range.
- VSD shall have configurable behavior in the event of mains supply loss, such that the user can select to
 - Ride through the mains loss, using energy recovered from the load.
 - Freewheel or coast the load.
 - Fast Stop the Load
- VSD must be capable of continuous operation with the connected load with up to 3% voltage imbalance between the incoming phases.
- In the event of a phase imbalance greater than 3%, the VSD should be capable of maintaining operation at reduced load, to avoid nuisance tripping.
- Where continuous elevated levels of phase imbalance are present, the VSD shall provide protection features to prevent damage and shut down in safe manner.
- VSD shall provide protection against loss of one or more mains input phases.
- VSD shall be suitable for use on an electrical supply with fault current capacity up to 100 000A.

Input Frequency

- VSD shall be capable of operating with a main supply frequency range of 50Hz.

Output Frequency

- The VSD shall be capable of variable frequency, variable voltage output in the range 0 – 500Hz and 0 – Supply Voltage.
- Frequency resolution must be at least 0.1Hz.

Output Overload

- VSD overload current must be capable of outputting a minimum of 110% of the nominal rated current for a period of at least 60 seconds.

- A short-term overload condition will permit by the VSD, allowing 125% of nominal current for a minimum of 2 seconds.

Enclosure Ratings

- VSD must be available with a minimum protection rating of:
 - Up to 11kW/15HP (380 – 480VAC)
 - VSD is to be provided with a minimum IP66 enclosure rating.
 - Up to 160kW/250HP (380 – 480VAC)
 - VSD is to be provided with a minimum IP55 enclosure rating.
 - Above 160kW/250HP (380 – 480VAC)
 - VSD is to be provided with a minimum IP20 enclosure rating.

VSD Efficiency

- VSD offered will have a minimum efficiency of 90 – 98% when operating on Full Load conditions.

Protective Trips

- Protection must be provided by VSD for the following conditions:
 - Over Voltage
 - Under Voltage
 - Motor Short Circuit Protection
 - Motor Over-current
 - Instantaneous Over-Current
 - Phase Loss Detection
 - Phase Imbalance Detection
 - Under Load Supervision
 - Overload Supervision
 - Stall Protection
 - VSD Over-Temperature
 - External Trip Input
 - Motor Thermistor Input
 - Loss of reference/feedback (4 – 20mA)

5. Commissioning

Mounting Arrangement

- VSD up to and including 160kW must be designed with a means of wall mounting the unit.

VSD Dimensions

- Dimensions for VSD must be provided in conjunction with these specifications.
- VSD should be suitable for mounting directly side by side, with heat sink flanges touching.

Parameter Structuring

- Parameters will be grouped into menu structure such that required parameters are easily accessible and irrelevant parameters can be easily avoided.
- Single list parameter menu structures are not permissible.
- Parameter numbering will be entirely consistent across the VSD power range required by this project.

Default Setting

- The VSD must be ordered and subsequently shipped direct from factory with 50Hz default settings pre-programmed into VSD.
- The VSD must be capable of storing OEM default parameters that are held within VSD memory and are restored to the VSD on default.
- An additional 'restore to factory default' must be available.

Customer Interface

- Interface delivery:
The VSD must be delivered with a user interface (keypad and display) fitted to the product that is capable of fully supporting the commissioning and test of the product.
- Interface Plug-ability:
The VSD interface **must form a permanent part** of the VSD enclosure such that it is always available for status monitoring or programming. VSD with detachable interface arrangements are not permitted.
- Interface Display:
The VSD must be provided with High visibility, full text, multiple line display.
- Interface Language:
The text display must be programmed to show information in **English** for commissioning and installation.
- Interface Variation:
The VSD interface for all frame sizes required within this application will be identical in operation and layout.

6. Advanced Functions

General Features

PID Control

- The VSD will have an internal PID controller for direct control of motor speed.
- The VSD will be capable of receiving a reference signal in all the following formats:
 - 4-20mA, 20-4mA, 0-20mA, 0-10V, 10-0V, preset value, keypad, communication.
- The VSD will be capable of receiving a feedback signal in the following format:
 - 4-20mA, 20-4mA, 0-20mA, 0-10V, 10-0V.
- The VSD will contain separately configurable sleep and wake levels programmed to optimize operational efficiency.
- A boost on start or wake feature is required to provide initial start-up control prior to entering PID mode.
- A boost on sleep feature is required to boost feedback levels prior to entering sleep mode.

Bypass

- The VSD is required to be supplied with functionality able to control a three (3) contactor bypass circuit/configuration.
- The VSD will be capable of automatically selecting bypass control in the event of a VSD trip condition.
- The VSD will be capable of selecting bypass or VSD control based on a digital input to the VSD.
- The VSD will be capable of automatically selecting bypass control in the event of the VSD entering fire mode.

Power Loss Ride-through

- The VSD be able to detect a mains loss condition.
- The VSD will be configurable to continue short term operation in the event of mains loss condition by decelerating the motor and using regenerated energy to maintain operational voltage within the VSD (mains loss ride through).

Auto Trip Reset

- The VSD will be capable of automatically resetting from a trip condition.

Motor Anti-Condensation

- The VSD will provide means of circulating voltage/current through the motor whilst the motor is in a stop condition to heat the motor and prevent formation of moisture.
- The level of voltage/current applied to the motor must be parameter configured.
- The VSD will be able to heat the motor both prior to start-up and on returning to a stop condition.

Ventilation Application Specific Functions

Spin Start

- A bi-directional spin start function (catch a spinning motor/start into spinning load) is required.
- The spin start function should be enabled at Default, and on shipment from the factory.

Broken Belt Detection

- The VSD will feature a detection feature that detects when a belt break occurs on a belt driven load.

Pump Application Specific Functions

DOL Pump Cascade

- The VSD will incorporate a pump cascade (staging) controller.
- The VSD will be capable of controlling (a maximum of) 4 DOL pumps in the cascade (plus the VSD pump).
- The VSD should monitor and actively share duty between available DOL pumps.
- Run-time clocks must be available for all DOL pumps via the VSD parameter menu.

Automatic Pump Clean

- The VSD will incorporate a detection feature that detects when a pump is becoming blocked.
- The VSD will be capable of running a pre-programmed cleaning cycle to clear the blockage from the pump.
- The cleaning cycle will be user configurable to allow optimizing to different operating conditions.

Pump Dry Run Protection

- The VSD will feature a detection feature that detects when a pump is beginning to run dry.
- The VSD will be able to stop operation and indicate a trip when dry run is detected.

- Indication of trip will include both status indication on VSD display and operation of warning relay.

Motor Inactivity Prevention (Pump Stir Function/blockage prevention)

- The VSD will contain a function that automatically runs the motor periodically to prevent extended periods of inactivity.
- The activation of function (inactivity period) will be parameter defined within VSD.
- The output cycle (motor operating times and frequency) during operation of this function will be parameter defined within the VSD.

7. Manufacturer Requirements

Market Presence

- The VSD manufacturer will have an authorized agent/distributor within the location that the application will be installed.
- The authorized agent/distributor will have received official product training by the VSD manufacturer and will be able to provide certification to this end.
- The authorized agent/distributor will be able to provide local service and support.
- The authorized agent/distributor will be in receipt of all product updates issued by the manufacturer.
- The authorized /distributor will be able to provide certified factory start-up on request.

Warranty

- The VSD will carry a 24-month warranty from the date of manufacturer.
- Service life for the VSD will continue for a minimum of 24 months beyond the end of product manufacturer.
- The authorized agent/distributor will be able to offer a scheduled maintenance contact.
- The VSD will be able to indicate visually and via a control output when maintenance checks are due.
- The VSD manufacturer will produce and publish a recommended maintenance schedule.

Product Test

- PCBs should be assessed and verified prior to assembly into the VSD.
- The VSD should be subject to an automated functional test of all functions prior to shipment.
- VSD build and test data must be retained by the manufacturer and available on request.

8. Control Interface

Terminal Layout

- VSD control terminals will be pluggable type, with appropriate interlocking to avoid misplacement.
- VSD nomenclature for control terminals and numbering designation will remain consistent across the complete VSD range.

Digital Inputs

- The VSD will have sufficient programmable digital inputs to facilitate control within the application. The VSD must provide:

- Min 5 Digital inputs within the standard product.
- Min 8 Digital inputs within the standard product plus additional options.

Digital/Relay Outputs

- The VSD will have sufficient programmable digital and relay outputs to facilitate control within the application. The VSD must provide:
 - Min 2 Relay Outputs with the standard product.
 - Min 5 Relay Outputs with the standard product plus additional options.
 - Min 2 Digital Outputs with the standard product.

Analog Inputs

- The VSD will have sufficient programmable analog inputs to facilitate control within the application. The VSD must provide:
 - Min 2 Analog Inputs with the standard product.

Analog Outputs

- The VSD will have sufficient programmable analog outputs to facilitate control within the application. The VSD must provide:
 - Min 2 Analog Outputs with the standard product.

9. Energy Optimizer

- The VSD will contain an energy optimizer function that automatically regulates output voltage to reduce motor current and to optimize the VSD to the driven load.

10. Software

General

- A software package will be openly distributed by the VSD manufacturer that supports the following functions:
 - Parameter editing, on and offline.
 - Parameter set comparison.
 - Parameter set comparison to default settings.
 - Parameter set storage and retrieve PC.

11. Maintenance

Fan Operation/Replacement

- Fan operation will be based on VSD heat-sink cooling requirements and switched on and off as appropriate to extend operational life/reduce noise.
- The VSD must be capable of detecting fan operation and be able to indicate non-operational status.

12. Fault logging

- The VSD must retain a trip log, available through the standard parameter set.
- The VSD must always be capable of showing its status or trip condition on the inbuilt display (display must be none detachable)
- The VSD must be capable of automatically storing critical system measurements prior to trip condition.

- The VSD must contain critical trip counters maintained over the operational lifetime of VSD.

13. Documentation

User Manual

- The product user manual must be shipped with every product.
- The standard product user manual, containing all necessary information required for commissioning of the VSD must not exceed 100 pages and in English.
- Additional copies of the product user manual must be available from the manufacturer or free issued for download via specified website.

CAD Drawings

- CAD drawings must be available from the manufacturer or free issued for download via specified website in PDF or DXF format.

Priority Pumpstations Location and pump sizes for the purpose of the correct VSD size to be selected and installed:

Name/ Location	Number of pumps	Pump type	Pumps size
4A Sewer Pumpstation	2	T10	75kW
4B Sewer Pumpstation	2	T10	75kW
Apiesdraai	4	VS6	55kW
	4	VS4	18,5kW
La-Mer	2	T10	75kW
	2	T8	45kW
Oceanview	2	V6	34kW
Cormorant	2	V6	45kW
Sandkasteel	2	Submersible	34kW
Beach Hotel	2	Submersible	32kW
La-Ida	2	Submersible	48kW
Romazini	2	Submersible	48kW

3.1.1. Support

Original Equipment Manufacturers and authorized Distributors:

- Contractors that are tendering as the original equipment manufacturers (OEM) of the equipment offered should submit evidence that they are a qualified manufacturer, who regularly manufactures equipment and materials of the type specified in Schedule 15 C & D.
- Contractors that are not the OEM shall be an authorized distributor with the OEM. The Contractor shall furnish proof of such authorization in the form of a letter from the OEM,

and this must be referenced on and attached to Schedule 15 F. No tender will be regarded as an acceptable/responsive tender if it fails to submit such documents prior to award of tender.

- If the Contractor is an authorized representative, he shall show evidence that he is authorized to represent the qualified manufacturer referenced on and attached to Schedule 15 F. If this evidence is not submitted with the tender, the tender will not be considered.
- If change in ownership or major policy of the Contractor during the period of the proposed work is anticipated the scope and effect thereof shall be defined.

Quality Assurance Plan and SANS 9001 Certification

- Contractors shall submit a detailed Quality Assurance Plan detailing the program of quality control and inspection activities which will be followed to ensure that during manufacture, on completion and installation, the equipment and works complies with the requirements of the specification and the tendered delivery times.
- A company organogram detailing the position of the Quality Assurance Department shall also be submitted as part of the Quality Assurance Plan.
- The Quality Assurance Plan shall be listed in, and attached to Schedule 15 D.
- Contractors (or the manufacturer and supplier offered) who are certified as being compliant to the SANS 9001 quality management standard for the manufacture of the equipment should state that and provide the details of the certification in Schedule 15 D.
 - Contractors shall declare if he has claims pending against him regarding the quality of performance of his work.

Track Record of Equipment and Experience of Contractor

- The Contractor shall certify the track record (of at least 5 years) of the equipment offered by submitting evidence in the form of a reference list of projects, project location, project value and project completion dates where this equipment has been supplied and commissioned on Schedule 15 C.
- The equipment manufacturer should be a well-established manufacturer having adequate technical knowledge and practical experience. Where applicable, technical, and manufacturing licensing agreements shall be identified and described.

- The Contractor should have undertaken the design, manufacture, delivery, and commissioning of installations in the past five years, each of which are of similar magnitude and complexity to the systems covered by this Specification. Additional evidence shall be given in the form of a reference list which should also clearly indicate the extent of responsibility of the Contractor for each project and indicate achievement of guarantees and delivery dates where appropriate in Schedule 15 D.

Expertise and Qualifications of key personnel and of the Contractor

- A company's organogram detailing the position of the Project Manager for this Tender and the Technical personnel shall also be submitted as part of the Quality Assurance Plan which has to be attached to Schedule 15 D.
- As the work required in terms of this tender is of a technically complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous if the key personnel could demonstrate recent experience related to specific aspects of this project detailed in the tender. The qualifications or technical skills and years of post-qualification experience for the key personnel relevant to this project should be listed in and attached to Schedule 15 D as part of the Quality Assurance Plan.
- The contractor shall submit written evidence with his tender, satisfactory to the Employer, of the qualifications of his technical staff or contractors to perform the work satisfactorily, as per specified specifications. Certification of accreditation to do the required work for key technical staff members must be attached to Schedule 15 D. Where Contractors fail to provide adequate information, the tender shall be considered non-responsive.

Availability/allocation of resources

- The Contractor must indicate to have adequate plant and manufacturing capacity available to do the work properly and expeditiously within the time specified.
- Contractors should note that, during any contract arising from this tender, any of the personnel listed at the tender stage may only be replaced with personnel of similar qualification and experience, subject to the approval of the Employer.

- The Contractor must have adequate financial status to meet the financial obligations incident to the work.

The Installation, Commissioning and Training Capabilities

- The Contractor must specify the capabilities of field service organization to provide technical services in South Africa such as servicemen and on-site training personnel.

Service Facilities

- The Contractor shall give details with his tender of the service facilities which he or his representatives have available in South Africa in Schedule 15 D.
- The Contractor must include the extent of the service facilities available including the number of resident permanent technicians, the nature of the resident permanent engineering staff, and the extent of spares normally carried in stock which would be suitable for use in connection with the plant included in the tender.
- If a portion of the work is to be subcontracted, any such subcontractors shall comply with the above stated requirements.
- The Engineer shall be allowed access, at all reasonable times during the period in which tenders remain open for acceptance, to the works of the Contractor or the manufacturer represented by the Contractor for the purpose of ascertaining his ability to perform satisfactorily the specified work. Refusal of such access shall render the tender non-responsive.

3.1.2. Packing and Delivery

- The Contractor shall be responsible for the packing, loading, transport and off-loading of the Goods from the place of manufacture, whether this is at his own works or those of any supplier, to the Employer's Electricity Stores, or to site and shall provide all labor, plant, and material necessary for the offloading.
- The method of packing shall provide adequate protection for transportation of the equipment contained within. All equipment shall be carefully packed in such a manner that it is protected against climatic conditions. Precautions shall be taken to protect the

equipment insulation against the ingress of moisture. The method of packing and precautions to be taken during transport shall be clearly marked in the appropriate drawings.

- Any loose parts shall be boxed in substantial crates or containers to facilitate handling in a safe and secure manner. Each crate or container shall be marked clearly on the outside of the case to show the mass the crate is bearing and the correct position for the slings. Each crate or container shall also be marked with the notation of the part or parts contained therein, contract number, KM purchase order number, KM SAP Material Number (if available) and port of destination and shall become the property of the Employer after delivery. Sub-assemblies that are ordered by KM under as an item with one SAP Material number, shall as far as possible be created or boxed together.
- Loose parts and accessories forming part of each unit, or necessary for the assembly of such shall be dispatched and delivered with the unit. Payment will not be authorized per item until all relevant loose parts and accessories have been delivered. Such loose parts shall be created or packaged such that all parts and fasteners necessary for each assembly are contained in a single container. The container shall be marked with the container number and a complete bill of materials and components contained therein, together with the relevant part numbers and reference to the drawing number detailing assembly of such parts.
- The packing lists, details of the number, size, marks, mass and contents of each package and drawings shall be dispatched to the Engineer giving full and clear details of the contents of the packages and crates. Any special storage/handling requirements, shelf-life limitations etc. shall be clearly indicated. An electronic copy of the complete packing lists shall be provided to the Engineer immediately after the items are dispatched.
- Any damage due to defective or insufficient packing or that occurs during loading, transport or off-loading of the Goods shall be made good by the Contractor at his own expense and within a reasonable time when called upon by the Employer to do so.
- The Contractor shall inform himself fully as to all relevant transport facilities and requirements and loading gauges and ensure that the equipment as packed for transport complies with the South African highway regulations and/or conforms to the limitations

of the transport facilities of Transnet Ltd. The Contractor shall also be responsible for verifying the adequacy of any cranes required for off-loading at the port of entry, at the Employer's Electricity Stores and at Site.

- The Contractor shall take reasonable steps to prevent damage to any highways or bridges by his transportation and shall select routes, choose, and use vehicles and restrict and distribute loads so that the risk of damage shall be limited as far as is reasonably possible. The Contractor shall immediately report to the Engineer any claims made against him arising out of alleged damage to a highway or bridge.
- Access to the Stores is by road only.

3.1.3. Insurance

The Contractor shall provide copies of the corresponding insurance certificates to the Employer. Refer Operation and maintenance agreement section for detailed insurance agreement.

Table 1: Contractor Insurances

Insurance against	Minimum amount of cover or minimum limit of indemnity
Liability of the <i>Contractor</i> for damages arising from any negligent act, error or omission committed or alleged to have been committed by the Contractor in connection with the Services.	As the Contractor's deems it fit
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The Employer's policy Deductible was covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The Employer's policy Deductible was covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i>

	policy Deductible was covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	Loss of or damage to property The replacement cost. Bodily injury to or death of a person The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

The Employer shall at its expense take out and maintain in effect during the performance of the Agreement the following insurances.

Table 2: Employer list of Insurance

Insurance against	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	As per the insurance policy.
Project insurance	As per the insurance policy.
General and Public Liability	As per the insurance policy.
Motor Fleet and Mobile Plant	As per the insurance policy.
Cyber Liability	As per the insurance policy.
Environmental Liability	As per the insurance policy.

Quality and Standards

It is a requirement that the requirements of ISO 9001 are followed for the design, manufacture, and erection of the steelwork to support the PV panels. An approved Inspection and Test Plan must be produced for this work prior to the commencement of manufacture. Prior to any manufacturing a Quality Inspection and Test plan shall be presented and this shall be

approved by the Kouga. The tenderer is to include detail on this aspect. Appropriate ISO 9000 certificates shall be provided for proprietary equipment.

All material and equipment supplied and installed under this Contract shall be new and the best of their respective kinds. Workmanship shall be of the highest standard through-out and to the satisfaction of the Engineer and must comply with the Occupational Health and Safety Act (Act 85/1993)

All equipment or plant whether electrical or mechanical shall be erected and installed in strict accordance with these specifications and/or relevant SANS or NRS or BS or IEC Specifications and/or with the manufacturer's installation and testing instructions.

All material and equipment shall comply with the requirements laid down in the latest editions and/or amendments of the relevant SANS, NRS, BS and IEC Specifications. Material with the SANS mark will receive preference.

4. Quality Assurance Plan

The Contractor shall submit a Quality Assurance Plan (QAP) for the Project Manager's approval. This need not be an ISO 9001 compliant plan, but such certification shall be deemed favourable. The QAP shall detail as a minimum:

- Management philosophy and structure of the business
- Supply chain management
- Subcontractor management philosophy (indicating split of in-house and subcontracting)
- Quality of materials and equipment management
- Staff training and development philosophy
- Project quality standards
- Ethics

5. Drawing and Data not included in the tender.

- A single line electric schematic of the proposed installation showing all the items to be included in the contract available to successful SP. This should also show the connection to the building's main DB.

6. Site Meeting

A compulsory site meeting will be held where the tenderers will be required to familiarise themselves with the sites to ascertain the necessary dimensions for their Variable speed

drives can be accommodated in the available electrical kiosks and to ensure in the pricing that old redundant equipment is removed, should it be necessary. At this visit it will be necessary for all tenderers to familiarize themselves with all aspects of the site, the plant layout area, and the interface requirements to the existing electricity power supply to the building.

Program

The tender is to indicate the following main program durations commencing on date of contract award.

Programme description	Number of Weeks
Presentation of an acceptable project programme after contract award	Two (2)
Submission of all Contract VSD drawings (excl. civil & structural.)	
Lead time for procurement of materials	
Submission of electrical drawings including layout details	
Procurement of all materials	
Commencement of site work	
Number of construction “blocks” envisaged in the programme	
Completion of site works	
Hand over to Kouga Municipality	
Final hand over of all documentation	

The successful tenderer shall, within 21 days of contract award, provide a Bar chart program (preferably in Microsoft Project format) of the complete project indicating all the main activities. The program shall be to the requirements of the Kouga Municipality

PAF

PAF: GENERAL QUALITY & TECHNICAL SPECIFICATIONS

1. GENERAL

This part relates to the Quality and Technical Specification for equipment, material and work to be supplied and installed.

The other Particular Specification shall be read in conjunction with this Specification.

Where trade names and trademarks are mentioned, it relates to type and quality of manufacture, but does not exclude equal and similar products of other manufacturers.

2. QUALITY AND STANDARDS

All material and equipment supplied and installed under this Contract shall be new and the best of their respective kinds. Workmanship shall be of the highest standard through-out and to the satisfaction of the Engineer and must comply with the Occupational Health and Safety Act (Act 85/1993)

All equipment or plant whether electrical or mechanical shall be erected and installed in strict accordance with these specifications and/or relevant SANS or NRS or BS or IEC Specifications and/or with the manufacturer's installation and testing instructions.

All material and equipment shall comply with the requirements laid down in the latest editions and/or amendments of the relevant SANS, NRS, BS and IEC Specifications. Material with the SANS mark will receive preference.

All materials shall, where applicable, comply with the following specifications and amendments except where otherwise specified:

TOPIC	DOCUMENT
Aerial Bundle Conductor	SANS 1418, Parts 1 to 3, DTS 015 (NRS 018)
Arrestor – Surge	BS EN 60099-1
Bolts and Nuts	SANS 1700
Bolts, Eye	SANS 1700
Bus bar	SANS 1195 & BS 159
Bushings	SANS 60137 & BS 223
CNE	SABS 1268:1979, NRS 016:1991
Cables, installation of electric	SANS 10198: Part 1-14
Cables, low voltage	SANS 1057: Part 2-6
Cables, medium voltage	SANS 97 & NRS 013:1991
Cable (house service split concentric)	DTS 0084 (NRS 017)
Cable Glands	SANS 808
Cable Ties	DTS 0086 (NRS 020)
Cables, XLPE	SANS 1339 & IEC 502
Paper	SANS 97
Insulated Electric PVC & Flexible Cords	SANS 1574
Clamps (strain for split concentric)	NRS 018
(Suspension)	NRS 018
Clamps Strain	SANS 61284:1997
Clevis Tongue Adaptor (twisted)	SANS 61284:1997
Clips for Wiring	
Circuit Breakers, Molded Case	SANS 156
Circuit Breakers, Oil	BS 116 & IEC 56
Circuit Breakers, HV Alternating	IEC 60056
Coatings, Anodiac on Aluminum	BS 1615
Conductors, Aluminum	SANS 182, Part 2
Conductors, Aluminum with Steel Reinforcing	SANS 182, Part 3
Contactors	BS 775
Enamel, High Glass	SANS 630

Earth Spikes	SANS 1063
Filling Compounds	SANS 317
Fuses	BS 88
Insulating	SANS 317
Insulators	SANS 60168, SANS 60273, SANS 60305, SANS 60383, SANS 60471, SANS 60720
Instruments	BS 89
Insulators, High Voltage Post	BS 3297
Meters, Electricity	BS 37 & IEC 43
-Prepayment	NRS 009
Overhead Power Lines	SANS 61284
Overhead Lines	SAIEE Code of Practice
Poles	SANS 753
Pole Top Service Box	NRS 032
Ready Boards	NRS 019
Relays, Electrical Protective	BS 142
Substations, Miniature	SANS 1029
Switchgear	BS 162 & IEC 62271
Switchgear, HV Metal enclosed & Control Gear	IEC 62271
Transformers, LV Insulating	SANS 780
Transformers, LV small	SANS 780
Transformers, self-protecting	NRS 027
Transformer, Power	SANS 780, BS 171 & IEC 60076
Transformers	SANS 780
Transformers, Current	BS 3938
Transformers, Voltage	BS 3938
Testing Techniques, High Voltage	IEC 60
Zinc Coatings, Hot Dip (galvanized)	SANS 14713
Zinc Spraying	BS 2569

3. SETTING OF PROTECTIVE DEVICES

All protective devices throughout shall be correctly set by the Contractor to the approval of the Engineer before any circuit is energized and the Contractor is required to obtain all necessary data for ensuring the correctness of the settings.

4. INSPECT SITE

The Tenderer shall visit the site of the Works and satisfy himself as to the circumstances and conditions under which the Work has to be done, the nature of the material to be excavated and all matters which may in any way influence his tender, as no claims related to the above will be considered after allocation of the Contract.

5. ACCOMMODATION OF TRAFFIC

During the period of construction and maintenance the Contractor shall ensure that access to premises is maintained safely at all times and that traffic on public roads is accommodated without inconvenience. He shall provide the necessary temporary works to this end including all barricade signs, lights etc. to the satisfaction of the Engineer.

Minimum clear ways shall be 1,00 meter for pedestrians and 3,40 meters for vehicles.

The Contractor shall provide and maintain any temporary fencing necessary for the protection of the Works and the public, also temporary bridges, crossings etc. for all streets, driveways or footways intersected by the Works. Temporary crossings for footways shall be composed of stout timber and shall be not less than 1 meter wide and shall be fenced adequately on both sides.

The Contractor will be held responsible for any damage or accident to persons or property due to the inadequacy of any protective measure mentioned in this clause or in the Conditions of Contract.

6. PROTECTION OF PROPERTY PEGS

The Contractor shall execute all possible care not to disturb land survey pegs. Any land survey pegs found to be missing shall be brought to the attention of the Engineer and shall be recorded, once work has been handed back at the completion of the Contract, all pegs found to be disturbed will be replaced by an approved Land Surveyor at the cost of the Contractor.

7. EXISTING SERVICES

The Contractor shall make himself acquainted with the position of all existing services such as storm water drains, water mains and connections, electric cables, telephone cables, electricity or telephone poles, water meter and stopcock boxes etc. before any excavation is started and should include in his prices for proper protection thereof.

Should any of these be damaged or interfered with, either during the progress of the Works or during the period of maintenance, the Contractor shall at once notify the Department or persons affected by such damage or interference, so as to enable the necessary repairs to be carried out in accordance with the regulations of such department. The cost of any such repairs shall be borne by the Contractor or may be deducted from any money due to him under this Contract. Where, in the opinion of the Engineer, it is impossible to carry out the new work without interference with any of these services, the cost of restoration and repair will be paid by the Client.

8. DUST AND NOISE

The Contractor shall take all necessary precaution to control dust and noise.

9. SPOIL

Excavated material deposited on the sides of trenches shall be kept trimmed up as closely as possible to the trench so as to cause the least possible obstruction to traffic.

In depositing spoil, care must be taken not to damage adjoining fences or buildings and care must be taken that a free waterway in gutters or otherwise is maintained as far as possible.

Should any claims arise out of damage to or flooding of private or public property or completed construction works, due to the careless deposition of spoil, the Contractor must settle same and repair any damage at his/her own expense.

10. OBSTRUCTION OF FOOTPATHS AND CARRIAGEWAYS

The Contractor shall not deposit earth, rubbish or other materials of any kind so as to hinder, unnecessarily obstruct or annoy any person using or wishing to use the footpaths or carriageways. Free access to all properties and works must be maintained at all times. The Engineer reserves the right to have any obstructing deposits removed by the Contractor.

The Contractor must obtain the consent of the Council in writing before closing any made road or vehicular traffic and in any case a footway must be kept clear.

11. RUBBISH AND CLEANING OF SITE ON COMPLETION

The Contractor shall keep the site and surroundings free from rubbish, clearing from time to time as required and shall clear away all plant and surplus material within fourteen days from the completion of the Work, failing which, the Engineer shall have the power to have the site cleared, deducting the cost from any monies due to the Contractor.

Walls and fences etc. shall be repaired and thoroughly cleared and renovated where affected by the Work.

12. CLIENT MAY EXECUTE OTHER WORKS OR URGENT REPAIRS

The Client or any other appointed by it may execute and carry out any other work in the area of this Contract and the Contractor shall afford all reasonable facilities for so doing, but he will not be held responsible for loss of time should such work impede him in his progress. The time so lost shall be allowed over and above the time stipulated for the completion of the Works provided that the Contractor shall make a claim to be allowed such extra time at the time the

impediment or interruption exists and the Engineer is satisfied that such works are really retarding him in his progress, but beyond allowing time, the Municipality will not be liable for any other claim that may be made in respect of this Clause.

In the event of any accident to property which demands immediate attention during the absence of the Contractor or his men or should the Contractor neglect or fail to execute any necessary repairs, the Engineer may have the work done and deduct the cost of same from monies due to the Contractor.

13. WATER IN TRECHES

The Contractor shall keep the trenches free from water during the progress of the Works, doing sub-draining, pumping, bailing out, excavating for and diverting any water as may be required. Cables etc. shall be laid within two weeks from date of trenching and all trenches shall be completely re-instated within this period, to ensure that damage due to possible floods will be kept to a minimum.

14. BARRICADING, WATCHING AND LIGHTING

The Contractor shall employ competent watchmen and guard the Works both day and night and shall fence, barricade and protect all parts of the Work in such a manner as to provide adequately for the safety of the public or property.

When a road or street is partly closed to traffic, notice boards shall be placed at the ends and on both sides of the Work to warn the public.

15. LATRINES

The Contractor must provide, maintain, move to positions required and finally remove proper latrines. Latrines shall be properly secluded from public observation and their use shall be strictly enforced.

The Contractor shall arrange for removals when necessary and pay all charges in connection with same. The number of latrines to be provided shall be based on the requirements of one latrine to every fifteen persons.

16. COMMENCEMENT AND ORDER OF WORK

The Contractor, on receiving written order from the Engineer to proceed with the Work, shall arrange to do so within seven days from the date of such order and will be required to commence the Works in one or more places at such points as the Engineer may direct and shall keep each section continually in progress until completed.

17. MEASURING UP WORK FOR MONTHLY OR FINAL CERTIFICATES

In accordance with the General Conditions of Contract, the Contractor shall furnish the Engineer with a detailed statement at the end of each month showing the Work executed by him during the month and details of all extra work performed and also a final account on completion of the Work.

For the purpose of preparing his statement the Contractor shall in conjunction with the Engineer or his representative measure up the Work carried out, care being taken that no work or materials are covered up either in whole or in part before the quantity of such work or material to be charged for has been duly certified as correct by the Engineer or his representative. The above specifically refers to cable joints, cable tees, etc.

The Contractor will be required to give all assistance and provide the necessary labour for measuring up the Work. The Work executed will be paid for according to the rates submitted in the Schedule of Quantities and adjusted where necessary in accordance with Clause 2.02.

18. CLIENT'S EQUIPMENT

The use or hire of Client's equipment for transport, conductor stringing will not be permitted.

The Contractor shall provide all ladders, tower ladders, cable rollers and cable drum trailers required for the execution of the Contract.

19. SHEDS

The Contractor shall supply on site, his own shed for the use of his men and/or materials. The Contractor shall place offices, camps, sheds and plant only on sites approved by the Engineer.

If the Contractors land belong to the Client, he shall keep it clean and on completion of the Work, shall leave the area restored to the satisfaction of the Engineer. This applies particularly to concrete floors and bases which shall be broken up and disposed of to the satisfaction of the Engineer.

20. PROJECT NAME BOARD

The Contractor shall supply and erect in position where directed, within two months from date of appointment as Contractor, a strongly made municipal name board conforming to the design approved by the South African Association of Consulting Engineers.

PE

PE: EARTHING OF SWITCHGEAR AND EQUIPMENT

1. SCOPE

This specification covers the requirements for the earthing of the following:

Substations
MV Switchgear
Cable Networks
Overhead Line Networks
Service Connections
MV Yard Earth Mats
Substations Lightning

Earth resistance tests shall be performed to determine the values of the high and low voltage earths. If the required values cannot be obtained with the proposed earthing methods, 16 mm diameter earth spikes, "Copperweld" or equivalent, shall be installed and connected to the earth conductors by means of "Cadweld" or equivalent jointing. The position of earth spikes will be determined by the Engineer.

The additional cost for the installation of supplementary earthing will be covered by contingencies.

2. APPLICABLE STANDARDS

The latest edition of the following publications, drawings and documents are applicable:

SANS 0142 : Wiring of Premises
AMEU : Code of Practice for the neutral earthing of low voltage distribution system
SANS 0199 : Earth electrodes, design and installation
NRS 016 : Code of practice for earthing of low voltage distribution systems
SANS 1063 : Earth bars (mechanical), couplers, clamps (mechanical)
Occupational Health and Safety Act (85 of 1993)

3. DEFINITIONS

The meaning of certain words or terms used in this specification:

Earth Continuity Conductor: An electrical conductor, copper or other similar approved metal of sufficient cross sectional area to ensure the immediate safe discharge of electrical energy to the general mass of earth.

Earth Conductor, Earth Wire: Generally accepted terms for an earth continuity conductor.

Earth Point: The creation of a direct bond between the mass and the earthing network of a system to be earthed. This may consist of earth spike(s) or earth mat(s) or a combination of both driven in or laid at a sufficient depth to make contact with earth formations of low resistivity in order to safely discharge electrical energy.

Earth Spike: A metal rod driven into the ground to create an earth point. An earth spike may also consist of a number of separate lengths mechanically coupled to form a unit.

Trench Earthing: A section of bare conductor buried in the ground at a minimum depth of 600 mm and of sufficient length to obtain the required resistance.

Earthing Electrode: A conductor buried or driven into the ground to make contact with the earth mass. This term includes earth spikes, mats and trench earthing.

Earth Bar: A length of copper or brass bar of suitable or specified dimensions and cross sectional area and having sufficient connection points for the mechanical connection of earth conductors by means of bolts, nuts or screws, as the case may be.

4. ABBREVIATIONS

The following abbreviations shall apply:

EC	: Earth Conductor
EB	: Earth Bar
ES	: Earth Spike
ECC	: Earth Continuity Conductor
BCEC	: Bare Copper Earth Conductor

5. MATERIAL

5.1 CONDUCTORS

- 5.1.1 Underground Distribution Networks: Only materials manufactured from or combined with electrolytic copper shall be used on the earthing systems of underground reticulation and internal wiring. BCEC serving as trench earthing shall be hard drawn copper.
- 5.1.2 Overhead Distribution Systems: Where earth conductors of overhead systems are required to be of material other than copper, they shall be manufactured in accordance with the Engineer's Specification. The materials may be steel reinforced aluminum alloy or galvanized steel wire.

5.2 CONNECTIONS

Connections to earth studs or earth bars shall be made with brass bolts, nuts and washers or alternatively with stainless steel accessories. Connections to equipment housed indoors may be made with cadmium plated accessories. However, cadmium plated accessories may not be used on equipment such as kiosks, mini substations etc.

5.3 EARTH SPIKES

- 5.3.1 Category and Type: Earth spikes shall be of the following types:
 - 5.3.1.1 Solid Copper
 - 5.3.1.2 Solid Stainless Steel
 - 5.3.1.3 A solid steel core covered with copper of minimum thickness of 200 microns, similar or equal to "Copperweld". Earth spikes shall be round in cross-section and the total length shall be achieved by the joining of standard sections. Spikes shall have a nominal diameter of 16 mm, except where spikes are placed into pre-drilled holes in which case a nominal diameter of 12 mm will be accepted.
- 5.3.2 Earth spikes shall comply with the requirements of SANS 1063.
- 5.3.3 Couplings: The coupling of lengths shall be achieved by means of screw-on type couplings. The couplings shall be mechanically strong enough to allow the normal driving in of coupled lengths and shall provide sound electrical connections.
- 5.3.4 Clamps: Conductor clamps shall suit the type of earth spike, conductor material and size specified.
- 5.3.5 Driving caps or nuts: Driving caps or nuts shall be screwed onto the spike to protect the spike end during driving.

6. INSTALLATION

6.1 GENERAL

- 6.1.1 Trench Earths: Trench earths shall consist of sections of hard drawn bare copper conductors laid in trenches with MV or LV cables or in separate trenches at a depth of 750 mm below finished ground level.

Trench earths shall be a minimum length of 25 m.

Where the distance between kiosks and other equipment is less than 50 m, the trench earth shall be installed from kiosk to kiosk.

Trench earths shall be installed in the trenches nearest to the substations.

The following standard earth conductor sizes shall be used in conjunction with LV cables:

TABLE 6.1:

EARTH CONDUCTOR SIZE IN mm ²	CABLES	
	AL	Cu
16	35, 50	10, 16
35	70, 95	25, 35, 50
70	120, 150, 185	70, 95, 120
120	240	150 plus

Trench earths shall be installed as earthing for the following installations:

- For neutral earthing of transformers
- Miniature Substations
- LV distribution boards in Substations
- Distribution- / Meter Kiosks
- Services connections
- Overhead line equipment (for example lightning arrestors)

6.1.2 Spike Earth: Spike earths shall consist of a single earth spike or coupled lengths of the total length to require the specified resistance. The spike shall be driven into the ground until the top end of the spike is at a depth of 600 mm below ground level.

6.1.3 The conductor clamp shall be suitable for clamping conductors with a total effective cross sectional area of up to 100 mm². All connections to earth spikes shall be clamped and then brazed. The connection shall be painted to an approved standard approved standard after all excess flux has been removed.

A marker or earthing manhole shall be placed above the earth spike if so required in the Project Specification. The earthing manhole shall have a removable concrete lid and shall be approximately 350 mm high, 460 mm long and 460 mm wide. In addition, the Contractor shall supply and install a 110 mm outside diameter Class 4 PVC pipe, 300 mm long, over all earth spikes such that the connection to the earth spike is visible. The earthing manhole shall be installed over this pipe, flush with finished ground level.

Should hard rock formation be encountered, it may be necessary to drill holes to position earth spikes. The hole shall have a diameter large enough to accommodate the earth spike and coupling without the latter occupying more than 50 % of the volume of the hole. The hole shall be filled with a carbon coke/soil mixture (50/50) during and after the installation of the spike. The length of the spike and therefore the depth of the hole shall be as required by the Engineer.

6.1.4 Pole Base Earths: Pole base earths shall consist of hard drawn copper earth conductor installed against the pole, with the conductor coiled not less than four times around the buried section of the pole and stapled in position. The conductor shall be protected by a 32 mm inside diameter galvanized medium water pipe from 300 mm below ground level to 2 m above ground level. The pipe and conductor

shall be fixed to the pole by means of stainless steel strapping spaced at 600 mm intervals.

The size of the earth conductor shall be 70 mm² for both MV and LV earth systems.

- 6.1.5 Ohmic values of earthing resistance: The required maximum ohmic values of the resistance to earth of earth points are as follows:

Transformer neutrals	:	1 to 2 ohm
MV Switchgear (indoor or outdoor)	:	2 ohm
MV Pole-mounted equipment and surge arresters	:	3 ohm
LV Distribution neutral at kiosks or on overhead lines		
(start and end points)	:	10 ohm
Customer installations	:	20 ohm

6.2 INTERCONNECTION OF VARIOUS EARTH SYSTEMS

- 6.2.1 Surge Arrestor Earths: The earth system of surge arrestors shall at all times be separated from any other system.
- 6.2.2 MV and LV Earth Systems: These systems shall only be interconnected if the individual earth resistance is in the order of 1 ohm or less.

6.3 SUBSTATIONS

6.3.1 Fence Earths

- 6.3.1.1 Earth Conductors and Spikes: A 16 mm² copper earth conductor shall be buried at a depth of 750 mm and at a distance of 1 m outside the fence for the full circumference of the fence. Earth spikes shall be installed at each corner and connected to the abovementioned earth conductor.
- 6.3.1.2 Installation: Vertical earth conductors shall be installed on the fence at all corner and gate posts and at intervals of 20 m. These vertical conductors shall be solidly bonded to the straining and barbed wire by means of binding wire. 16 mm² Copper conductors shall be used (or Mosquito aluminum conductor on aluminum fences).
- 6.3.1.3 Connections: The vertical copper conductors shall be connected to the surrounding trench earth by coiling them 4 times around the trench earth conductor before brazing. Aluminum conductors shall be connected by means of bi-metal clamps. Aluminum conductors shall not be buried and copper connectors shall be used to connect underground conductors to the aluminum conductors of the fence earths.
- 6.3.1.4 Gates: Gates shall be connected to the earth system by means of braided copper wire, bolted to the gate frame and bonded to the vertical copper of aluminum fence earths.

6.4 OVERHEAD NETWORKS

- 6.4.1 Earthing of the Neutral Conductor on LV Overhead System (Also refer 6.3.1): The neutral conductor of LV overhead systems shall be earthed at both ends of the line. The method of earthing shall be 70 mm² trench earthing unless otherwise specified in the Project Specification.

When MV earth systems appear on the same pole, the LV earth system shall be connected to the neutral conductor by means of green PVC insulated conductors and LV and MV earth system points shall be separated by a minimum of 6 m.

The connecting conductor size shall be a minimum of 50 mm² for PVC insulated conductors and 25 mm² the case of hard drawn copper conductors.

6.4.2 Earthing of MV Equipment on Overhead Networks:

6.4.2.1 General: MV earthing shall be carried out with 70 mm² bare copper. Where MV and LV earthing appear on the same pole or poles, insulated conductors shall be used and LV and MV earth system points shall be separated by at least 6 m.

6.4.2.2 Surge Arrestors: Surge arrestors shall be connected to a dedicated 70 mm² trench earthing system point via a 70 mm² bare copper conductor. Only one conductor is required per set of surge arrestors.

6.4.2.3 Operator Earths: An earth mat shall be installed at the operating position of outdoor switchgear. The earth mat shall measure 1 m x 1 m and shall be manufactured of 10 mm diameter black copper rods to form a mesh size of 200 mm. Joints shall be brazed or exothermically welded. The mat shall be buried at a depth of 150 mm below the operating position and connected to the operating handle by means of two 70 mm² green PVC insulated conductors.

6.4.2.4 Earth Connections: All earth points of steel work of MV equipment including support steel work on MV poles, shall be bonded with 70 mm² conductor (refer 6.6.2.1) and connected to the earth system.

Exceptions are surge arrestor earthing and operator earthing which are not connected to MV earth systems, but to the dedicated earth systems described above.

Any pole(s) bearing the following equipment or combination thereof shall be provided with a MB earth system:

- Transformer
- Instrument or measuring transformers
- Air break switches
- Single pole isolating links
- Drop out fuses
- MV cable ends
- Switchgear

6.4.3 Binding and Protection of Earth Conductors:

Earth conductors shall be installed against poles in suitable size galvanized medium water pipe or Class 12 HDPE pipes in accordance with SANS 533, as specified in the Project Specification.

The pipe protection shall start 300 mm below finished ground level and end 2 m above ground level. The pipe with the conductor shall be strapped to the pole at intervals of 600 mm using stainless steel strapping. The Contractor shall ensure that earth systems are kept separate and that MV and LV or MV and surge arrestor earths are not short-circuited by the strapping.

6.5 SERVICE CONNECTIONS

6.5.1 Trench Earths:

Hard drawn bare copper earth conductors shall be installed in cable trenches together with service connection cables. The earth conductors shall have a size as indicated in Table 6.1 and a minimum length of 25 m, installed at a minimum depth of 750 mm. If the distance between the consumer supply point and

distribution point is less than 25 m, the earth conductor shall be bonded to the main distribution's earth conductor.

6.5.2 Connections:

Earth conductors installed with service connection cables shall generally be connected to the system neutral at the customer's supply point. The Contractor shall acquaint himself with the specific earthing system in use by the Supply Authority and do connections accordingly.

6.6 MV YARD EARTH MATS

Earth mats shall consist of 10 mm diameter annealed black copper rod buried 900 mm deep at 6 m intervals to form a 6 m x 6 m grid, unless otherwise specified in the Project Specifications.

Joints shall be brazed, exothermically welded ("Cadweld") or made by other means approved by the Engineer.

At each of the four corners of the square or rectangular grid forming the earth mat 1200 mm earth spikes shall be driven 900 mm below finished ground level. The earth spikes shall be connected to the earth mat via 70 mm² BC earth conductors.

7. MEASUREMENT OF EARTH RESISTANCE

7.1 MEASUREMENT

Earth resistance shall be measured in accordance with the four electrode bridge method i.e., according to the Schlumberger or Wenner principles. The Contractor shall provide the necessary test equipment and demonstrate the test method to the Engineer so that the Engineer can satisfy himself that the tests are being conducted correctly.

7.2 RECORDS

Resistance measurements shall be performed at all earth points i.e., at any apparatus or equipment connected to the earthing system. The Contractor shall record all measurements in detail and present these to the Engineer for approval. The Engineer reserves the right to have any 10 % of measurements repeated without additional payment, in order to establish their authenticity.

8. TESTS

The Contractor shall measure the resistance to earth of each earth system with the earth bar or earth point as reference. The Engineer shall be notified if the specified minimum values of earth resistance are exceeded or cannot be obtained.

C3.4 HEALTH AND SAFETY

CONSTRUCTION HEALTH AND SAFETY SPECIFICATIONS

Project: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIABLE SPEED DRIVES

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CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

1. INTRODUCTION AND BACKGROUND

1.1. **Background to the Pre-construction Health and Safety Specification**

The Construction Regulations 2014 place the onus on the client to prepare a pre-construction Health & Safety Specification, highlighting all risks not successfully eliminated during design.

1.2. **Purpose of the Pre-construction Health and Safety Specification**

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the Now promulgated Construction Regulations 2014 in order to reduce incidents and Injuries. This pre-construction specification shall act as the basis for the drafting of the Construction phase health & safety plan.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & Safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. cost, programme, environment, etc.

1.3. **Implementation of the Pre-construction Health and Safety Specification**

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up its project-specific construction phase health & safety plan, to be approved by the Client or his appointed representative before commencement of construction work. The principal contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their operations.

Note: It is still and will be the responsibility of every Professional consultant, contractor, sub-contractor and services provider to make themselves conversant with the various Acts pertaining to their profession at all times. This document does not purport to be an exhaustive canvassing of all issues and duties imposed by the Occupational Health and Safety Act, Act 85 of 1993 of Regulations governing the duties and obligations of a contractor performing duties i.t.o. an agreement with the client. The various duties imposed on a contractor are more fully described in the OHS Act, Act 85 of 1993 and its regulations and the contractor should acquaint himself therewith before commencing with any work

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1. **Scope**

This Specification covers the requirements of eliminating and mitigating incidents and injuries on the particular project. The scope also addresses legal compliance, hazard identification and risk assessment, risk control and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2. **Interpretations**

2.2.1. Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with the relevant legislation as noted previously.

2.2.2. Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations 2014 shall apply.

2.3. **Minimum Administrative Requirements**

2.3.1. Notification of Intention to Commence Construction Work

The Principal Contractor shall notify the Provincial Director of the Department of Labour, (Kouga), in writing on the prescribed form, before construction work commences. A copy of this notification shall be forwarded to the client on appointment.

2.3.2. Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014), prior to commencement of work. Proof of competency must be included. See annexure B

2.3.3. Competency for Contractor's Appointed Competent Persons

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations 2014. Proof of competence for the various appointments must be included in the health and safety plan.

2.3.4. Compensation of Occupational Injuries and Disease Act 130 of 1993 (COIDA / FEM)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer, to the client or his appointed representative, as proof of registration. Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.3.5. Occupational Health and Safety Policy

The Principal Contractor and all Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

2.3.6. Health and Safety Organogram

The Principal Contractor and all Contractors shall submit an organogram, outlining the Health and Safety Site management Structure including the relevant appointments/competent persons and shareholders. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

2.3.7. Preliminary Hazard Identifications and Risk Assessment and Progress Hazard Identification and Risk Assessment

The contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client.

The risk assessment must include:

- a) A list of hazards identified as well as potentially hazardous tasks
 - b) A documented risk assessment based on the list of hazards and tasks
 - c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed
 - d) A monitoring and review procedure of the risks assessment as the risks change.
- The principal contractor shall ensure that all employees and or contractors are informed, instructed and trained by a competent a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risk change and as new risks develop.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (toolbox talk strategy to be implemented). Posting appropriate signage regarding the dangers attached to the work and hazards identified must be posted at

strategic places for everyone to see and be included in the method statement to be provided in the health and safety plan.

2.3.8. Health and Safety Representative(s) (applicable when 20 or more persons are employed)

The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health & safety meetings.

2.3.9. Health and Safety committees (applicable when 50 or more persons are employed)

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by The Principal Contractor's Responsible Person. All Contractors Responsible Persons and Health & Safety Representatives shall attend the monthly health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.3.10. Health and Safety Training

2.3.10.1. Introduction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file.

2.3.10.2. Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talk take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement.

2.3.10.3. All competent persons shall have the knowledge, experience, training and qualifications specific to the work they have been appointed to supervise, control, carry out. This will have to be assessed on a regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that Competent Contractors are appointed to carry out construction work.

2.3.11. General Record Keeping

The Principal Contractor and all Contractors shall keep and maintain Health and Safety (THE FILE) records to demonstrate compliance with this Specification, with the OHS Act 85/1993, Construction Regulations 2014 and any other legislation applicable on site. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc., are kept in a health & safety file held in the site office.

The principal Contractor must ensure that every Contractor opens its own health & safety file, maintains the file and makes it available on request.

2.3.12. Health and Safety Audits, Monitoring and Reporting

The client will conduct at least, a once monthly Health & Safety audit of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits or all contractors appointed by it. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the Primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their File, a copy

being forwarded to the Client. Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request. These audits must be conducted by a competent person.

2.3.13. Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel
- Details of emergency services
- Actions or steps to be taken in the event of the specific types of emergencies
- Information on hazardous material / situations
- Public and Road traffic control measures and signage
- Working close to, over or in water, river floods

Emergency procedure(s) shall include, but shall not be limited to , fire, spills, accidents to employees, use of hazardous substance, bomb threats, major incidents/ accidents, working close to over or in water, river floods etc. The Principal Contractor shall advise the Client in writing forthwith of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, medical and Hospital, etc.) must be maintained and available to site Personnel.

2.3.14. First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors shall appoint in writing First Aider(s) as described in General Safety Regulations 3(4). The appointed First Aider(s) must be in possession of a valid certificate which are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

2.3.15. Accident / Incident Reporting and Investigation

Injuries are to be categorized into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All injuries shall be investigated by the principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

2.3.16. Hazards and Potential Situations

The Principal Contractor shall immediately notify other Contractors as well as the Client's Agent of any hazardous or potentially hazardous situations that may arise during performance of construction activities. Hazards to be taken into account:

- Machine Hazards
- Energy Hazards
- Material Handling Hazards
- Work Practices Hazards
- Water Hazards
- Working at Heights Hazards
- Moving Vehicle Hazards
- Hazardous Chemical Hazards

2.3.17. Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear appropriate PPE i.e., hard hats, safe Footwear, gloves, ear/ eye protection and overalls etc. Keep a record of the PPE issued and which must be signed by employees. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SANS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or Stolen
- Worn out or Damaged

The above procedure applies to Contractors and their Sub-contractors, as they are all Employees in their own right.

2.3.18. Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. Including but not limited to: 'Construction Site', 'no unauthorized entry', 'report to site office', 'site office', Road traffic signage as per Manual 13, etc. Signage shall be posted at all entrances to site as well as on site in strategic locations e.g. access routes, entrances to structures and buildings, and other potential risk areas/operations (where and if applicable on the specific site and as directed by Client/ representative).

2.3.19. Permits

Permits (PTW= Permit to Work) may include the following (as required and directed by Client's agent):

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Use of Cradles
- Excavations, etc.

2.3.20. Contractors and Sub-contractors

The Principal Contractor shall ensure that all Contractors under its control comply with this Specification, the OHS Act of 1993, Construction Regulations 2014 and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

2.3.21. Incentives and Penalties

Certain incentives may be provided for on-going compliance to the provisions of the Construction phase health & safety plan submitted by the Principal Contractor. Penalties may be implemented for on-going non-compliance to the provisions of the Construction-phase health & safety plan as submitted by the Principal Contractor.

2.4. Physical Requirements

2.4.1. Demolition Work (if any is required)

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations 2014.

2.4.2. Excavations, Shoring, Dewatering or Drainage (when and when required)

The Principal Contractor and any relevant Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification. The Contractor shall make sure that:

- a) The excavation including shoring and bracing are inspected
 - before every shift
 - after every blasting operation
 - after an unexpected fall or collapse of ground
 - after substantial damage to supports
 - after rain or bad weather
- b) A record is kept and
- c) Safe work procedure have been communicated to the workers
- d) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times
- e) The requirements as per Regulation 13 of the Construction Regulations are adhered to
- f) The required appointments are made in writing

2.4.3. Edge Protection and Penetrations (where and when required)

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.4.4. Explosives and Blasting (where and if required)

The Principal Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a competent Contractor. A safe Work Procedure (SWP) must be submitted to the

Client for the approval before commencement of blasting work. The Client will issue a permit to authorize the operation.

2.4.5. Piling (where and if required)

The Contractor shall ensure that piling is undertaken by a competent Contractor. A SWP shall be submitted to the Client for approval before commencement of this work.

2.4.6. Stacking of Materials

The Principal Contractor and other relevant contractors shall ensure that there is an appointed staking supervisor and all materials. , all equipment is stacked and stored safely in a demarcated area.

2.4.7. Speed Restrictions, Signage and Protection

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced. Signage shall be provided and should comply as per OHS Act and the South African Road Traffic legislation with specific reference to Manual 13.

2.4.8. Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS is carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous

chemicals on site have a Material safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

2.4.9. Asbestos

Not applicable.

2.4.10. Areas subjected to flush floods, strong winds and working near water

The Contractor must constantly monitor the prevailing weather patterns of the work area, stop work, remove employees when the area becomes unsafe and keep a daily record of such. The Contractor shall not allow any work to carry on if it becomes unsafe when the river water reach the work area.

No work shall be carried out in wind of a strength capable of making a person unsteady on his feet without special/adequate precautions being taken. No electrical powered tools and machinery to be used whilst working in water filled areas.

2.5. Plant and Machinery

2.5.1. Construction Plant

“Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993, Driven Machinery Regulations and Construction Regulations 2014. The Principal Contractor and all relevant contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorized/competent persons are to use machinery under proper supervision. Appropriate PPE and Clothing must be provided and maintained in good condition at all times.

2.5.2. Vessels Under Pressure (VUP) and Gas Bottles

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators
- Providing PPE or clothing
- Inspection equipment regularly and keep records of inspections
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand

2.5.3. Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

2.5.4. Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations 2014 shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same.

2.5.5. Scaffolding / Working at Heights

Working at heights includes any work that takes place in an elevated position (building of walkway next to bridge). The Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations 2014 before this work is undertaken.

The fall prevention plan must be approved by the Client before work may commence, and a permit to operate will be issued. Scaffolding used must comply with, erected and inspected by competent persons appointed in writing in accordance with SANS 085.

2.5.6. Formwork and Support work for Structures (where and if required)

The Principal Contractor shall ensure that the provisions of section 11 of the Construction Regulations 2014 are adhered to. These provisions must include but not limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections must be kept in a register on site.

2.5.7. Lifting Machines and Tackle (where and if required)

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). A competent lifting machinery and tackle inspector need to be appointed in writing and must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated
- Regular inspection and servicing is carried out
- Records are kept of inspections and of service certificates
- There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle
- The tower crane bases have been approved by an engineer
- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site

2.5.8. Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same. A safe work procedure to be included into the Health and Safety Plan.

2.5.9. General Machinery

The principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.5.10. Portable Electrical Tools and Explosives Powered Tools

The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc. The Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept
- Only authorized trained person use the tools
- The safe working procedures apply
- Awareness training is carried out and compliance is enforced at all times, and
- PPE and clothing is provided and maintained

- A register indicating the issue and return of all explosive round
- Signs to be posted up in the areas where explosive powered tools are being used.

2.5.11. High Voltage Electrical Equipment, Underground and Overhead Power Lines

Care shall be taken when working close to, over or under high voltage reticulation power lines or cables. Underground services to be identified beforehand and the layout of such to be include in the contractors Health and Safety Plan. A safe work procedure be drawn up and included into contractors Health and Safety Plan.

2.5.12. Public and Site Visitor Health and Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers. Appropriate health and safety notices and signs shall be posted up but shall not be the only measure taken. Both the Client and Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities. Site visitors must be briefed on the hazards and risks they may be exposes to and what measures are in place or should be taken to control these hazards and risks. A record of these “inductions” must be kept on site in accordance with the Construction Regulations.

2.5.13. Night Work (where and if required)

The Principal Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely. Permission to be obtained from the Client to work at night.

2.5.14. Transport of Workers

The Principal Contractor and other Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area of section to store them and all loose tool and plant are tied down and secured,
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle,
- Transport workers in LDV's unless they are closed/ covered and have the correct number of seats for the passengers.

2.6. Occupational Health

2.6.1.Occupational Hygiene

The Contractor shall ensure that:

- (a) Suitable housekeeping is continuously implemented on each construction site, including provisions for the:
 - i) Proper storage of materials and equipment; and
 - ii) Removal of scrap, waste and debris at appropriate intervals.
- (b) Loose materials required for use are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways
- (c) Waste and debris are not disposed of from a high place with chute, unless the chute complies with the requirements as set out in regulation 12(6), and
- (d) Construction site in built-up areas, adjacent to a public way are suitable and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons.

2.6.2.Welfare Facilities

- (a) A contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:
 - i) At least one shower facility for every 15 workers
 - ii) At least one sanitary facility for every 30 workers
 - iii) Changing facilities for each sex, and
 - iv) Sheltered eating areas.
- (b) A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.6.3.Alcohol and Other Drugs

- An employer or a user, as the case may be, shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.
- No person at a workplace shall be under the influence of or have in his possession or partake of or offer any other person intoxicating liquor or drugs.
- An employer or user, as the case may be, shall in the case where a person is taking medicines, only allow such person to perform duties at the workplace if the side effects of such medicine do not institute a threat to the health or safety of the person concerned or other persons at such workplace.

2.7. Copy of the Act and Regulations

Every employer with five or more persons in his employ shall have a copy of the Act and the relevant regulations readily available at the workplace: Provided that, where the total number of employees is less than five, the employer shall, on request of an employee, make a copy of the Act available to that employee.

2.8. Other Acts and Laws that may apply

The contractor's attention is directed to the following Acts that may be applicable and must be adhered to at all times. It is the contractor's responsibility to become conversant with the requirements applicable in these laws:

**Compensation for Occupational Injuries and Diseases ACT 130 of 1993,
Mineral Act No. 50 of 1991,
Water Act No. 54 of 1956, and
Atmospheric Pollution Prevention Act No. 45 of 1965,
Occupational Health and Safety Act No. 85 of 1993,
Environmental Conservation Act No. 73 of 1989.
Hazardous Substances Act No.15 of 1973,
National Building Regulations and Building Standards Act No.103 of 1977,
National Environmental Management Act No. 107 of 1998,
National Road Traffic Act No. 93 of 1996,
National Water Act No. 36 of 1998,
Relevant By-laws.**

2.9. Acceptance of Conditions of these Specifications

- The contractor must provide a certified copy of his Public Liability Insurance when signing this document.

I, _____ the Contractor, do hereby declare that my Company, _____ acknowledge having read and understood the conditions contained in this legal document and furthermore agree and accept to abide by the conditions and requirements of the act.

SIGNATURE CONTRACTOR	
DATE	
SIGNATURE WITNESS	
PRINT NAME	
AGENT ACTING ON BEHALF OF THE CLIENT:	
NAME	
DATE	
SIGNATURE	
SIGNATURE WITNESS	
PRINT NAME	

2.10. Indemnification

The Contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises/property/site of _____ (Client detail and site address) and that the Contractor:

- enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against _____, (Client) its employees, agents and/or mandatories in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of _____ (contractor), it's employees, agents and/or mandatories or other independent Contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;
- Hereby indemnifies _____ (Client), its employees, agents and/or mandatories against any claims from the Contractor's employees and/or from any other person, arising and being caused in the manner set out above.

3. ANNEXURE A

Proof of notification to be kept in Health and Safety File on site.

ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3 of the Construction Regulations, 2014

1. NOTIFICATION OF CONSTRUCTION WORK

(a) Name and postal address of principal contractor:

(b) Name and tel. no. of principal contractor's contact person:

2. PRINCIPAL CONTRACTOR'S COMPENSATION REGISTRATION NUMBER:

3. NAME AND POSTAL ADDRESS OF CLIENT

NAME AND TEL. NO. OF CLIENT'S CONTACT PERSON OR AGENT

4. NAME AND POSTAL ADDRESS OF DESIGNER(S) FOR THE PROJECTS

NAME AND TEL. NO. OF DESIGNER(S) CONTACT PERSON

5. NAME AND TELEPHONE NUMBER OF PRINCIPAL CONTRACTOR'S
CONSTRUCTION SUPERVISOR ON SITE APPOINTED IN TERMS OF REGULATION
6.(1)

6. NAME/S OF PRINCIPAL 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 CONTRACTORS ON THE CONSTRUCTION SITE
ACCOUNTABLE TO PRINCIPAL CONTRACTOR: _____

13. NAME(S) OF CONTRACTORS ALREADY CHOSEN

Principal Contractor

Date

Client

Date

**THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF
LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE. ALL PRINCIPAL
CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL
CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF
WORK.**

4. ANNEXURE B

APPOINTMENT OF CONTRACTOR CONSTRUCTION WORK

CONSTRUCTION REGULATION 4(1) (c)

AGENT BEHALF OF: _____ (Name of Client)

PROJECT / SITE: _____ (Name & Address or Area)

PROJECT PERIOD: from _____ to _____

AGREEMENT WITH MANDATARY IN TERMS OF SECTION 37(1) AND (2) OF OHS ACT 85 OF 1993

DEFINITION OF MANDATARY

- Includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user.

DEFINITION OF AGENT

- Means any person who acts as a representative for a client in the managing of the overall construction work.

SECTION 37(1)

Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is proved that—

- (a) In doing or omitting to do that act, the employee was acting without the connivance or permission of the employer or any such user,
- (b) It was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged and
- (c) All reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question, the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect hereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provision of subsection (1) shall mutata mutandis apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Act.

ACCEPTANCE BY MANDATARY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993, and Construction Regulations 4(1) (c),

I, _____ (Appointed 16(2) person) acting for and on behalf of _____

(Company / Close Corporation / Enterprise / Owner / User) undertake to ensure that the requirements and provisions of the Act and Regulations are complied with.

Print Name _____ (Agent, Principal Contractor or Contractor)

Signature _____ at _____

Designation _____ date _____

Mandatory- COIDA / Federated Employers Mutual No.: _____

Mandatory- Professional Indemnity Insurance No.: _____

CLIENT

Print Name: _____ (Appointed 16(1) person / client / agent of Client or Principal Contractor)

Signature _____ at _____

Designation _____ date _____

