



TENDER DOCUMENT

CONTRACT NUMBER: 25/2025 SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

VOLUME 1 OF 1

SERVICE PROVIDER	
EMAIL ADDRESS	
CLOSING DATE	20 MARCH 2025
CONTACT NUMBER	

Prepared for:
Kouga Local Municipality
16 Woltemade Street
Jeffreys Bay
6330

Prepared by:
Kouga Local Municipality
Electro & Mechanical Directorate
Electrical Services Division
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Mechanical Services Division

KOUGA LOCAL MUNICIPALITY**BID No.: 25/2025****SUPERVISORY CONTROL AND DATA AQUISITION (SCADA)****GENERAL TENDER INFORMATION**

TENDERS INVITED	:	Tuesday, 18 February 2025
ESTIMATED GRADING	CIDB	CONTRACTOR : 4EP or higher
CLARIFICATION MEETING	:	A compulsory virtual clarification meeting will be held on 26 February 2025 at 12h00
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Virtual Meeting
CLOSING DATE	:	20 March 2025
CLOSING TIME	:	12:00:00 PM / 12h00
CLOSING VENUE	:	Tender Box at the Municipal Office, Room 112 16 Woltemade Street (front entrance)
VALIDITY PERIOD OF TENDER	:	90 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

KOUGA LOCAL MUNICIPALITY

BID No.: 25/2025

INSTITUTIONAL SUPERVISORY CONTROL AND DATA AQUISITION (SCADA)

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

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TENDER

T1 TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.3 Standard Conditions of Tender

T1.1 TENDER NOTICE AND INVITATION TO TENDER



KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: ELECTRO-MECHANICAL ENGINEERING
NOTICE NO: 25/2025
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

Suitably qualified, capable and experienced Contractors are hereby invited to submit tenders for the Appointment of a suitably qualified service provider for the supply, installation and commissioning of a Supervisory Control and Data Acquisition (SCADA) System for 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 **Wednesday, 19 February 2024**. 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 **Wednesday, 26 February 2025 @12h00pm**. Prospective bidders can use the very same link below which is direct from this advert, it will link them directly to the meeting. Please take note that no attendee arriving 10 minutes late or more will be allowed to attend the clarification meeting.

The link will also be available on the municipal website.

Join Teams Meeting

https://teams.microsoft.com/join/19%3ameeting_ZDcwMjJhOWYtMTUzNC00YWQ3LTk5N2YtYzlkZjFjNmQ3ZDMx%40thread.v2/0?context=%7b%22Tid%22%3a%2226227dc1-4e2b-407e-9bee-81acf6fe8aa9%22%2c%22Oid%22%3a%220f003184-f74c-40a3-9b40-9fda5b3dfc%22%7d

Meeting ID: 380 824 701 406

Passcode: io3Ar6yp

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 a 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 4EP or higher is required.**
- **A minimum functional assessment score of 70% will apply to this contract.**
- 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 mmangembe@kouga.gov.za.

Completed documents in a sealed envelope endorsed "**NOTICE NO: 25/2025: "SUPERVISORY CONTROL AND DATA AQUISITION (SCADA)"**" must be placed in the Tender Box at 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **THURSDAY, 20 MARCH 2025 at 12:00.**

C. DU PLESSIS

P.O. Box 21

MUNICIPAL MANAGER

JEFFREYS BAY
6330

For Placement: Herald/Municipal Website/ Municipal Notice Boards in all offices/areas – 18 February 2025

PART A**INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA LOCAL MUNICIPALITY**

BID NUMBER:	25/2025	CLOSING DATE:	20 March 2025	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR THE SUPERVISORY CONTROL AND DATA AQUISITION (SCADA)				

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

KOUGA LOCAL MUNICIPALITY, 16 WOLTEMADE STREET, JEFFREYS BAY

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE 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]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER		6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE TECHNICAL INFORMATION MAY BE DIRECTED

DIRECTED TO:		TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	M. Mangembe
CONTACT PERSON		TELEPHONE NUMBER	042-200-2200
TELEPHONE NUMBER	042-200-2200	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	mmangembe@kouga.gov.za
E-MAIL ADDRESS	tenders@kouga.gov.za		

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019. (See www.cidb.org.za).

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.

“Bid” should read “tender,” and vice versa, throughout the document – implying both words have the same meaning.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Tender Data Number

C.1 General

C.1.1 Actions

The Employer is **KOUGA LOCAL MUNICIPALITY**.

C.1.2 Tender Documents

This tender document is entitled **supervisory control and data acquisition (SCADA)**.

Refer to the contents of this document for a complete list of Tender Documents issued by the Employer which includes the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Work, and Site Information.

The following documents are deemed to also form part of this tender:

- a) General Conditions of Contract for Construction Works (GCC 2015)

C.1.3 Interpretation

C.1.3.1 *Delete the clause and replace with the following:*

These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.4 Communication

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors 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, unless communicated by the Employer in writing to suppliers by its director: Supply Chain Management or his nominee.

For the purposes of any communication between the Employer and Tenderer:

Name:	Kouga Local Municipality
Represented by:	Mr Mandla Mangembe Area Engineer: Electro and Mechanical Directorate
Address:	16 Woltemade Street, Kouga Local Municipality Infrastructure & Engineering office Jeffreys Bay, 6330
Telephone:	(042) 200 2200
Fax:	(042) 200 18300
E-mail:	tenders@kouga.gov.za

C.1.5 Cancellation and Re-Invitation of Tenders

*Delete the full stop at the end of C.1.5.1 c) and replace with, or
Add the following after C.1.5.1 c):*

- d) there is a material irregularity in the tender process.

C.1.6 Competitive negotiation procedure

Add the following to C.1.6.2.1:

A competitive negotiation procedure will not be followed.

C.1.6.3 Proposal procedure using the two-stage system

Add the following between C.1.6.3 and C.1.6.3.1:

A two-stage system will not be followed.

Add the following after C.1.6.3.2.2

C.1.6.4 Objections, complaints, queries, and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

C.1.6.4.1 Disputes, objections, complaints, and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Kouga Local Municipality in the implementation of its supply chain management system, may lodge within fourteen (14) days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.4.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision.
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision

C.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- C.1.6.4.4 All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:

The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.

- C.1.6.4.5 All requests referring to clause C.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:

The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.

C.1.7 Kouga Local Municipality Supplier Database Registration

Tenderers are required to be registered on the Kouga Local Municipality's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the Kouga Local Municipality's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Road, Jeffreys Bay.

C.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **<https://secure.csd.gov.za>**.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1 Eligibility

*Delete the heading **Eligibility** and Replace with **Responsiveness Criteria***

C.2.1.1 *Delete the clause and replace with the following:*

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after C.2.1.2:

C.2.1.2 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.3 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.3.1 Construction Industry Development Board (CIDB) Registration

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a ME class of construction work, will be declared responsive. Tenderers must obtain such active status upon being

requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB.
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the ME class of construction work: and
- c) 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 5ME class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
- d) The CIDB grading is extended to Potentially Emerging (PE) Contractors one grade lower ie 4ME PE in the tender value range in terms of Regulation 25.(8).

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2 **Compliance with requirements of Kouga Local Municipality's SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) Full name of entity submitting tender to be provided.
- b) Identification number or company or other registration number to be provided.
- c) Tax reference number to be provided.
- d) VAT registration number to be provided.
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed).
- h) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed).
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed).
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.
- k) The tenderer's tax matters with SARS are in order.
- l) The tenderer is not an advisor or consultant contracted with the Employer.
- m) The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.

C.2.1.4.3 **Functionality/Pre-qualification**

Tenderers must score a **minimum score of 70%** to proceed with the next stage of the evaluation.

Failure to achieve the minimum score will result in the disqualification to proceed with further evaluation.

Table 1: Technical Functionality
Table 2: Technical Functionality Point Allocation

EXPERIENCE ON SIMILAR PROJECTS		
Previous similar experience of tenderer for completed MV/HV network SCADA installation and programming projects within the last 10 years. Compulsory information: - Project value (>R3mil. each) - Appointment date	3 or more projects with corresponding completion certificate: 20 points	Max. 20 points
	2 projects with corresponding completion certificate: 15 points	
	1 projects with corresponding completion certificate : 10 points	
	None or No submission: 0 points <i>Note: Failure to submit compulsory information will result in 0 points</i>	
<i>Note: High Voltage (HV) : 44 kV to 132 kV Medium Voltage (MV) : 3.3 kV to 33 kV Low Voltage (LV) : ≤ 1000 V</i> <i>If appointment letters do not include the compulsory information, please attach a client signed confirmation that confirms the compulsory information.</i>		
CAPACITY AND RESOURCES		
Minimum points required for this sub-category are 8 points		
Expert (Researcher): An Expert shall be an ECSA registered Professional Eng/ Professional Engineering Technologist with 7 years' experience in executing protection and SCADA projects for municipalities and other industries where such expertise is required. • Attach CV to indicate years of experience.	Pr Eng or Pr Tech Registration & CV indicating 10 and more year or more experience: 3 points	Max. 3 points
	Pr Eng or Pr Tech Registration &CV indicating 8-9 years' experience: 2 points	
	Pr Eng or Pr Tech Registration &CV indicating 7 years: 1 points	
	None or No submission: 0 points	
• SCADA Engineer (Contracts manager): SCADA engineer shall be an ECSA registered Professional Eng/ Professional Engineering Technologist with 5 years' experience in executing protection and SCADA projects for municipalities and other industries where such expertise is required • Attach CV to indicate years of experience.	Pr Eng or Pr Tech Registration & CV indicating more than 8 years' experience: 3 points	Max. 3 points
	Pr Eng or Pr Tech Registration &CV indicating 6-7 years' experience: 2 points 2 points	
	Pr Eng or Pr Tech Registration &CV indicating 5 years: 1 points	
	None or No submission: 0 points	
• SCADA Technician(s): SCADA technician shall be an ECSA registered technician with 5 years' experience in executing protection and SCADA	Pr Eng or Pr Tech Registration and & CV indicating more than 8 years' experience: 3 points	Max. 3 points
	Pr Eng or Pr Tech Registration &CV indicating 6-7 years' experience: 2 points 2 points	

projects for municipalities and other industries where such expertise is required. • Attach CV to indicate years of experience	Pr Eng or Pr Tech Registration & CV indicating 5 years' experience: 1 points	
	None or No submission: 0 points	
Site Supervisor: Site supervisor with a National Diploma or Higher in Electrical Engineering. Attached Qualification, CV and ORHVS Certification. CV to indicate years of experience in the maintenance or construction of HV networks. ORHVS Certification (Responsible Person)	Site Supervisor: Qualification & CV indicating 4 years experience: 3 points	Max 3 Points
	Site Supervisor: Qualification & CV indicating 3 years' experience: 2 points	
	Site Supervisor: Qualification & CV indicating 2 years' experience: 1 points	
SHEQ Officer: • Attach Valid SACPCMP registration certificate as Pr CHSA or CHSO. Ensure all necessary information is included for verification to be confirmed. • Attach CV to indicate years of experience.	PrCHSA or more than 5 years' experience: 3 points	Max. 3 points
	PrCHSA or CHSO & CV indicating between 4-5 years' experience: 2 points	
	PrCHSA or CHSO & CV indicating 3 years' experience: 1 points	
	None or No submission: 0 points	

C.2.1.4.3.1 Schedule 1: Evaluation Schedule: Organization and Staffing

The tenderer should propose the structure and composition of their team i.e., the main disciplines involved, the key expert responsible for each discipline, and the proposed technical and support engineers, senior technicians and technicians. The roles and responsibilities of each key staff member / expert should be set out in the CVs. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

C.2.1.4.3.2. Schedule 2: Evaluation Schedule: Experience of Key Staff

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view: -

1. General qualifications, level of education and training and positions held of each key staff member / expert member.
2. The training and experiences of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
3. The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g., local conditions, affected communities, legislation, techniques, etc.

A CV of each key staff member should be attached to this schedule. The CV should be structured under the following headings: -

1. Personal particulars: -
 - a. name
 - b. date and place of birth.
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
3. Name of current employer and position in enterprise.
4. Overview of experience (year, organization and position).
5. Outline of recent assignments / experience that has a bearing on the scope of work.

Staff members CVs required shall include:

Expert: An Expert shall be an ECSA registered Professional Eng/ Professional Engineering Technologist with over 7 years' experience in executing protection and SCADA projects for municipalities and other industries where such expertise is required.

Key certifications/ training required:

- BEng/ BSc/ BTech Degree on Electrical Engineering (heavy/ Light current)
- Relevant NQF 7 qualification
- Project Management
- Valid Regulations for High Voltage Systems for Responsible Persons
- SCADA & Telemetry systems for Industry
- IEC 61850, DNP3, IEC 6087-5-101/103/104 and Modbus design and testing

SCADA Engineer:

Key certifications/ training required:

- BEng/ BSc/ BTech Degree on Electrical Engineering (heavy/ Light current)
- Valid Regulations for High Voltage Systems for Responsible Persons
- SCADA & Telemetry systems for Industry certification
- IEC 61850, DNP3, IEC 6087-5-101/103/104 and Modbus systems design and testing

SCADA engineer shall be an ECSA registered Professional Eng/ Professional Engineering Technologist with over 5 years' experience in executing protection and SCADA projects for municipalities and other industries where such expertise is required.

SHEQ Officer: is a person with a valid SACPCMP registration certificate as Pr CHSA or CHSO. Ensure all necessary information is included for verification to be confirmed.

SCADA Technician(s): SCADA technician shall be an ECSA registered technician with over 5 years' experience in executing protection and SCADA projects for municipalities and other industries where such expertise is required.

Key certifications/ training required:

- National Diploma in Electrical Engineering (heavy/ Light current)
- Valid Regulations for High Voltage Systems for Responsible Persons
- SCADA & Telemetry systems for Industry
- IEC 61850, DNP3, IEC 6087-5-101/103/104 and Modbus systems design and testing

Site Supervisor: Site supervisor with a National Diploma or Higher in Electrical Engineering. Attached Qualification, CV and ORHVS Certification. CV to indicate years of experience in the maintenance or construction of HV networks. ORHVS Certification (Responsible Person)

The scoring of the experience of key staff will be as follows: -

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

PLEASE NOTE: FAILURE TO ATTACH ABOVE LISTED MINIMUM REQUIREMENTS WILL RENDER THE TENDERER NON-RESPONSIVE

Schedule 3: Evaluation Schedule: Tenderer's Experience

The experience of the **Tenderer** as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work will be evaluated. Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule. Tenderers shall have a minimum CIDB rating of **4EP or higher**.

Tenderers must provide a list of successful projects with a fully integrated Protection automation and SCADA system utilizing the IEC-61850 and IEC60870-5-104 protocols. Additionally, the Tenderer must detail the companies/ utilities etc. where the exact equipment/ software offered for this project has been used in South Africa. The employer reserves the right to visit any of the installations listed and / or to discuss the implementation with a customer contact person. The Tenderer is to have at least 5 years' experience in the delivery of SCADA systems for utilities and has worked on or supplied SCADA systems as requested by these utilities.

The following information shall be supplied.

- Proof of a minimum of 4EP or higher CIDB rating
- Proof or evidence that the Tenderer/ specialist subcontractor is the Original Equipment Manufacturer/ Certified Supplier (by the Original Equipment Manufacturer)/ Channel Supply partner (of the Original Equipment Manufacturer)
- Country
- Customer/ Utility
- Customer contact person with telephone number or e-mail address where available
- Date commissioned/ completed.

List of products used in the project (complete model number)

The description should be put in tabular form with the following headings: -

Employer, contact person and telephone number/ email, where available	Description of work (service) Hardware (PC) & Software Used	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

1.4. Minimum Requirements

ANNEXURE1

CERTIFICATE OF UNDERTAKING

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

All bidders **must** comply with all requirements as specified in this specification with relevance to the separate items.

Item	Description		Comply		Alternative Offer
			Yes	No	
1	2 x Equipment Room PC's				
2	Equipment Room RTU				
3	Equipment Room Time Synchronization (GPS)				
4	2 x Operating Workstation PC's				
5	Communication Interface				
6	Master Station Operating Software				
7	Datapoint license options	15000			
8		30000			
		45000			
9	Competent Staff				
10	Minimum of five vehicles.				
12	SCADA Experience (Protection Relay &				

	SCADA configuration experience)			
13	Microsoft Windows and Microsoft Office Experience			
14	Safety, Health and Environmental Policy			

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2.2: FINANCIAL REFERENCES

The tenderer shall attach to this form a letter from the bank at which he/she declares he/she conducts his/her account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender.

The tenderers banking details as they appear below shall be completed.

In the event that the tenderer is a joint venture enterprise, details of all members of the joint venture shall be similarly provided and attached to this form.

Description	Details
Name of account holder	
Account number	
Name of bank	
Branch name	
Branch code	
Bank rating (current rating, attach letter from bank)	
Bank and branch details	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer.....

T2.2.3 Personnel Requirements**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)**

Service Providers are required to complete all the Personnel Forms below. Service Providers, who do not meet all the minimum requirements below (by submitting a blank form or by submitting an incomplete form or not meeting the minimum years of experience) will be declared non-responsive and will not be evaluated any further. All qualifications and documents requested below MUST be submitted with the tender, if any proof, stipulated as Minimum criteria, is missing the bidder will be considered non-responsive and will not be evaluated any further.

The Tenderer should only complete the requirements: A1.1 to A1.6 if he/she is Bidding on this tender. If the bidder ticks **No** in below table, item A1.1 to A1.6 is not applicable to the bidder.

NB! Personnel must be employed by the bidding entity. If not, a sub-consultancy agreement/ letter of intent must be submitted to claim points.

Description	Yes	No
Bidding information is compulsory		

Complete Forms A1.1 to A1.5, thereafter, indicate Yes/No in the Table below to indicate the correct number of Forms have been submitted.

No.	List	Reference	Yes/No
1	Expert (Researcher): Professional BEng/ BSc/ BTech Degree on Electrical Engineering (heavy/ Light current) Valid Regulations for High Voltage Systems for Responsible Persons SCADA & Telemetry systems for Industry IEC 61850, DNP3, IEC 6087-5-101/103/104 and Modbus systems design and testing	A1.1	
2	SCADA Engineer (Contracts Manager): Professional BTech Degree/ National Diploma in Electrical Engineering (heavy/ Light current) Valid Regulations for High Voltage Systems for Responsible Persons SCADA & Telemetry systems for Industry IEC 61850, DNP3, IEC 6087-5-101/103/104 and Modbus systems design and testing	A1.2	
3	SCADA Technician: National Diploma in Electrical Engineering (heavy/ Light current) Valid Regulations for High Voltage Systems for Responsible Persons SCADA & Telemetry systems for Industry IEC 61850, DNP3, IEC 6087-5-101/103/104 and Modbus systems design and testing	A1.3	
4	Site Supervisor	A1.4	
5	SHEQ Officer	A1.5	

A1.1 Professional BEng/ BSc/ BTech Degree on Electrical Engineering (heavy/ Light current) Expert

Name and Surname:		
Date of Birth:		
Highest Qualification	Year	Institution Name
Trade Test Details (if applicable)	Year	Training Centre
Minimum 7 years Post qualification Experience?	Yes	No
Driver License?	Yes	No
Experience managing Engineers > 3 years	Yes	No
Experience on executing protection and SCADA Projects > 7 years	Yes	No
Experience managing plant > 3 years	Yes	No

Attach certified copies of the following, behind Form:

Returnable	Yes	No
1. Highest Qualification and CV highlighting the relevant experience		
2. Listed approved relevant supporting qualifications to SCADA.		

A1.2 Professional BTech Degree/ National Diploma in Electrical Engineering (heavy/ Light current) SCADA Engineer

Name and Surname:		
Date of Birth:		
Highest Qualification	Year	Institution Name
Trade Test Details	Year	Training Centre
Minimum 5 years Post qualification Experience?	Yes	No
Driver License?	Yes	No
Experience managing Artisans > 2 years	Yes	No
Experience on executing protection and SCADA Projects > 5 years	Yes	No
Experience managing plant > 2 years	Yes	No
Minimum 5 years Post qualification Experience?	Yes	No
Driver License?	Yes	No

Attach certified copies of the following, behind Form:

Returnable	Yes	No
1. Highest Qualification and CV highlighting the relevant experience		
2. Listed approved relevant supporting qualifications to SCADA.		

Returnable	Yes	No
1. Highest Qualification and CV highlighting the relevant experience		
2. Listed approved relevant supporting qualifications to SCADA.		

A1.4 Site Supervisor National Diploma in Electrical Engineering (heavy/ Light current)

Name and Surname:		
Date of Birth:		
Highest Qualification	Year	Institution Name
Minimum 4 years Post qualification Experience?	Yes	No
Driver License?	Yes	No

Experience managing Engineers > 2 years	Yes	No
Experience on executing protection and SCADA Projects > 2 years	Yes	No
Experience in the maintenance or construction of HV networks. > 4 years	Yes	No
Minimum 4 years Post qualification Experience?	Yes	No
Driver License?	Yes	No

Attach certified copies of the following, behind Form:

Returnable	Yes	No
1. Highest Qualification and CV highlighting the relevant experience		
2. Listed approved relevant supporting qualifications to SCADA.		

A1.4 SCADA Technician(s):

Name and Surname:		
Date of Birth:		
Highest Qualification	Year	Institution Name
Experience on executing protection and SCADA Projects > 4 years	Yes	No
Experience on substation rigging and switchgear installations?	Yes	No

Attach certified copies of the following, behind Form:

Returnable	Yes	No
1. Attach highest qualification and CV highlighting the relevant experience		
2. Listed approved relevant supporting qualifications to SCADA.		

A1.6 SHEQ Officer: is a person with a valid SACPCMP registration certificate as Pr CHSA or CHSO

Name and Surname:		
Date of Birth:		
Highest Qualification	Year	Institution Name
Trade Test Details	Year	Training Centre
Minimum 4 years Postgraduate Experience?	Yes	No
Experience on Health and Safety Profession > 1 year	Yes	No
Experience on Standard Operating Procedures > 1 year	Yes	No
Experience on Incident Investigations > 1 year	Yes	No
Experience on Site Safety and Audits	Yes	No

Attach certified copies of the following, behind Form:

Returnable	Yes	No
1. 1. A Valid competence certificate with a Professional Body and CV with relevant experience		

T2.2.4: COMPANY PROFILE

The Tenderer may attach to this page their brief company profile.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

The Tenderer should complete the SCADA Services: A2.1 Form if he/she is Bidding on this tender. If the bidder ticks **No** below, A2.1 Form is not applicable to the bidder.

Description	Yes	No
Bidding for SCADA		

A2.1 Form. Company Profile

The Service Provider is required to provide details on supervisory control and data acquisition (SCADA). The Service Provider must attach proof of project record and a signed Completion Certificate by previous clients for each Project.

Attach the following to this form:

Returnable	Yes	No
1. 1 Appointment letter with corresponding 1 completion certificate		
2. 2 Appointment letter with corresponding 2 completion certificate		
3. 3 Appointment letter with corresponding 3 completion certificate		

Project Name	Description	Duration	Value of Work
1.			
2.			
3.			
4.			
5.			

A2.2 CERTIFICATE OF UNDERTAKING

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

All bidders must comply with all requirements as specified in this specification with relevance to the separate items.

Item	Description		Comply		Alternative Offer
			Yes	No	
1	2 x Equipment Room PC's				
2	Equipment Room RTU				
3	Equipment Room Time Synchronization (GPS)				
4	2 x Operating Workstation PC's				
5	Communication Interface				
6	Master Station Operating Software				
7	Datapoint license options	15000			
8		30000			
		45000			
9	Competent Staff				
10	Minimum of five vehicles.				
12	SCADA Experience (Protection Relay & SCADA configuration experience)				
13	Microsoft Windows and Microsoft Office Experience				
14	Safety, Health and Environmental Policy				

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

A2.3 CIDB Grading

The bidder is required to submit a proof of registration with the CIDB. The bidder is required to have a minimum of Grade 4EP CIDB grading or higher.

Attach the following to this form:

Returnable	Yes	No
1. Proof of registration with CIDB or application for 4EP or higher grading		

Category: Supervisory control and data acquisition (SCADA)

The Tenderer should only complete the Category: Supervisory control and data acquisition (SCADA) Services: A3.1 Form if he/she is Bidding for the category. If the bidder ticks **No** below, A3.1 Form is not applicable to the bidder.

Attach the following behind this form:

Returnable	Yes	No
1. Proof of Ownership		

- OR -

If the Service Provider is leasing the Premises a lease agreement must be provided or provide letter of intention signed by the landlord

Attach the following behind this form:

Returnable	Yes	No
1. Proof of Lease agreement/ Letter of intention		
2. Letter of Good Standing		

C.2.1.4.5 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

C.2.1.4.6 Good standing with Bargaining Council

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Electrical Engineering Industry (BCEEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive. Refer to Schedule 21 of the Returnable Schedules.

C.2.3 Check documents

C.2.3 Delete the clause and replace with the following:

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's Agent at once of any such problems identified

C.2.7 Clarification meeting

Add the following after the second sentence:

The arrangements for the compulsory site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

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

C.2.8 **Seek Clarification**

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.12 **Alternative tender offers**

C.2.12.1 *Add the following to C.2.12.1 at the end of the first sentence:*

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

C.2.12.3 *Add the following to C.2.12.1 at the end of the first sentence:*

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

C.2.13 Submitting a tender offer

Add the following to C.2.13.1 at the end of the first sentence:

- C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to C.2.13.3 at the end of the first sentence:

- C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

Add the following to C.2.13.5 at the end of the first sentence:

- C.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Employer: Kouga Local Municipality.
Physical address: 16 Woltemade Street, Jeffreys Bay.
Identification details: Bid Number: 25/2025
 Title of Contract: SUPERVISORY CONTROL AND DATA
 AQUISITION (SCADA)

Sealed tenders with the Tenderer's name and address and the endorsement "**BID NO. 25/2025: SUPERVISORY CONTROL AND DATA AQUISITION (SCADA)**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to C.2.13.6:

- C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

Add the following after C.2.13.9:

- C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
- C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:
- electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
 - The electronic version shall not be regarded as a substitute for the issued tender documents.
 - The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.
 - Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
 - The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
 - Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
 - In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood, and accepted all the above conditions.

C.2.15 **Closing time**

Add the following to C.2.15.1 after the first sentence:

- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 **Tender offer validity**

Add the following to C.2.16.1 after the first sentence:

- C.2.16.1 The tender offer validity period is **(90 calendar days)**.

- C.2.16.2 *Delete the clause and replace with the following:*

Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

C.2.17 **Clarification of tender offer after submission**

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 16: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.7 Health and Safety Specifications for the works detailed in Part C3 Scope of works.

C.2.23 **Certificates**

Add the following after the first sentence:

The tenderer is required to submit the following:

C.2.23.1 **Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

C.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the Kouga Local Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector)** unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

C.2.24 **Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause F.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.3 **The Employer's undertakings**

C.3.2 **Issue Addenda**

Delete the words "three days" from the first sentence and replace with:

"Five working days where possible"

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post.

C3.4 **Opening of tender submissions**

Add the following to C.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

C.3.8 Test for responsiveness

C.3.8.2 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions, and discrepancies

C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

Clarification of a tender offer

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

T1.3 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019. (See www.cidb.org.za).

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 tenderer 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 tenderer who 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;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
 - a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
- C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

- C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

C.2 Tenderer's obligations

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of tendering

C.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 complies with requirements.

C.2.2.2 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.

C.2.3 Check documents

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

C.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.

C.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.

C.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.

C.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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.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.

C.2.10 Pricing the tender offer

- C.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 fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.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.
- C.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.

C.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.

C.2.12 Alternative tender offers

- C.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.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

- C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.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.
- C.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.

- C.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.
- C.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.
- C.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.
- C.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.
- C.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.
- C.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.

C.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.

C.2.15 Closing time

- C.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.
- C.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.

C.2.16 Tender offer validity

- C.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.
- C.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.
- C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.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 C.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.

C.2.18 Provide other material

- C.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.

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

C.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.

C.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.

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

- C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
- C.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.

C.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 (3) working 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 collected tender documents.

C.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.

C.3.4 Opening of tender submissions

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

C.3.5 Two-envelope system

- C.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.
- C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.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.

C.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.

C.3.8 Test for responsiveness

- C.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.
- C.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.

C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.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.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) 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.

b) 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.

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.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.

C.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 No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

C.3.14 Prepare contract documents

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

C.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.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.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.

C.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.

Annex G
(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters, as per Government Notice 357 of 2019 [Notice No.42561], dated 23 May 2019.

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 500 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

T2 RETURNABLE DOCUMENTS AND SCHEDULES

The original completed tender document (refer clauses C1.2 and C.2.1.4.2 of the Tender Data), excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

1. RETURNABLE SCHEDULES (Included hereafter for completion)

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- 1C Certificate of Attendance at Clarification Meeting
- 1D Declaration of Interest in Tender of Persons in Service of the State
- 1E Compulsory Enterprise Questionnaire
- 1F Declaration of Tenderer's Past Supply Chain Management Practises
- 1G Form MBD6: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
- 1H Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1I Schedule of Contracts Awarded to Tenderer by Organs of State
- 1J Company Information Required for Tenders greater than R 5 million
- 1K Certificate of Independent Bid Determination
- 1L Proposed Amendments
- 1M Proof or Registration and good standing with the Electrical Engineering Bargaining Council (BCEEI)
- 1N Proof or Registration and good standing with the Construction Industry Development Board (CIDB)
- 1O Proof of Registration with the Supplier Database
- 1P Available personnel for this project:
Details of Experience and Qualifications for Contracts Manager, Construction Manager, General Foreman and OH&S Agent

2. RETURNABLE DOCUMENTS (To be attached with submission)

- 2A Tax compliance status pin
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- 3A Record of Addenda to Tender Documents
- 3B Personnel Schedule
- 3C Declaration Concerning Fulfilment of the Construction Regulations
- 3D Certificate of undertaking (Schedule of Construction Equipment)
- 3E Schedule of Proposed Subcontractors

4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Bill of Quantities

T2.2: RETURNABLE DOCUMENTS

1A: STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture	
Co-operative	

2. Information to be provided (Attached to the tender)

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Copies of: a) CIPRO CM 1 – Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) CIPRO CM 39 – Notice of Change of Directors for private companies d) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement by the Company's Secretary confirming that the Company is a Public Company. Copy of CM 29
5	Sole Proprietary or a Partnership	Certified Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership Copy of the Partnership agreement

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	Co-operative	CIPRO CR 2 – Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.

3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes

☐

No

☐

REGISTRATION NO:

1B: AUTHORITY FOR SIGNATORY

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

A Company	B Partnership	C Joint Venture / Consortium	D Sole Proprietor	E Close Corporation

A Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20....., * Mr / Ms acting in the capacity of, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

NAME	CAPACITY	SIGNATURE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B Certificate for Partnership

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

.....

....., hereby authorize * Mr / Ms,

acting in the capacity of

....., and who

will sign as follows: be, and is hereby

authorized to sign the tender and all documents and correspondences in connection with this tender

as well as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a * Joint Venture / Consortium and hereby

authorise * Mr / Ms,

acting in the capacity of lead partner, and who will sign as follows:

..... be, and is hereby authorized to sign the tender and all

documents and correspondences in connection with this tender as well as any contract resulting

from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised

signatories of all partners to the * Joint Venture / Consortium.

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

Note:

* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

D Certificate for Sole Proprietor

I,, hereby confirm
that I am the sole owner of the business trading as

.....

As witnesses:

1. Signature:
2. Date:

E. Certificate for Close Corporation

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

.....

...,

hereby authorize * Mr / Mrs,

acting in the capacity of,

to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

1C: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....
(Tenderer)

of

.....
.....
(address)

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

.....
(location) on

..... (date), starting at (time).

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

Particulars of person(s) attending the meeting on behalf of **the tenderer**:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the **Employer's Representative**, namely:

Name Signature

Capacity Date & Time

1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE

1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee is in the service of the state, or has been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

YES / NO (INDICATE)

If so, state particulars:

.....

5. State / declare whether the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

YES / NO (INDICATE)

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

Commissioner of Oaths

1E: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

SECTION1: NAME OF ENTERPRISE:

.....

SECTION 2: VAT REGISTRATION NUMBER, IF ANY

.....

SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:

.....

SECTION 4: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name*	Identity Number*	Personal Income Tax Number*

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

SECTION 5: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number

.....

Close corporation number

.....

Tax reference number

.....

SECTION 6: RECORD OF SERVICE OF THE STATE

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or Stakeholder	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

SECTION 7: RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

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

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

Name of Spouse, Child or Parent	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

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

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

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Enterprise name
.....

1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
 - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of 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, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied) The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za)	Yes	No
	If so, furnish particulars:		
4.2	Is the Tenderer 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, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	No
	If so, furnish particulars:		

ITEM	QUESTION	RESPONSE	
4.3	Was the Tenderer 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
	If so, furnish particulars:		
4.4	Was any contract between the Tenderer 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
	If so, furnish particulars:		
4.5	Does the tenderer 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
	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Tenderer

**1G: FORM MDB 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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

- (a) The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- (b) The 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 000 000.00 and therefore the 80/20 system shall be applicable.

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 Preference points for this bid shall be awarded for:

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

1.4 To be completed by the organ of state:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

SPECIFIC GOALS

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation 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
Bidders MUST submit valid B-BBEE sworn affidavit/ certificate AND Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation in the name of the bidding entity, to claim points for specific goals. Virtual offices will not be accepted			

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \\
 \text{Where} & & \\
 \mathbf{Ps} & = & \text{Points scored for price of tender under consideration}
 \end{array}$$

Pt = Price of tender under consideration

P_{min} = 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:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = 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.

**1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR
PRIVATE CLIENTS OR ORGANS OF STATE**

(Organs of State include any Local, Provincial or National Government Authority)

The following is a statement of **similar work** successfully executed by myself/ourselves:

Employer, Contact Person and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Tenderer

11: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE

(Organs of State include any Local, Provincial or National Government Authority)

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Tenderer

1J: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 5 MILLION

1. Is the tenderer is required by law to prepare audited annual financial statements? YES / NO

2. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether these have been included in the tender. YES / NO

3. If answer for Question No.1 is NO, does the tenderer have annual financial statements? YES / NO

4. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. YES / NO

5. If answer for Question No.1 is NO, the tenderer shall attach to this form a letter from the tenderer's bank; in which the bank declares how the tenderer conducts its account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender. The minimum acceptable credit rating applicable to tenderers for this tender is a C credit rating. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. YES / NO

6. Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

If so, state particulars:

.....

.....

.....

7. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES / NO

If so, state particulars:

.....

.....

.....

8. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES / NO

If so, state particulars:

.....

.....

.....

9. Is any portion of the goods or services expected to be sourced out from outside the Republic?

YES / NO

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

.....

.....

.....

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by:

.....
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of
that:

(Name of Bidder)

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

*** 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.**

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.

Signed

Date

Name

Position

Tenderer

1L: PROPOSED AMENDMENTS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in **a covering letter to his tender and reference such letter in this schedule.**

The Tenderer's attention is drawn to Clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Tenderer

1M: PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL
--

Tenderers must attach to this page, proof of registration and good standing with the Bargaining Council. (In the case of Joint Ventures, proof must be provided for each partner).

1N: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderers must attach to this page, proof of registration and good standing with the CIDB. (In the case of Joint Ventures, proof must be provided for each partner).

10: PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD www.csd.gov.za for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

**1P: DETAILS OF EXPERIENCE AND QUALIFICATIONS FOR CONTRACTS MANAGER,
CONSTRUCTION MANAGER (SITE AGENT), GENERAL FOREMAN AND OH&S AGENT**

Tenderers shall set out in the Schedules hereunder details of the Experience and Qualifications for the Contract Manager, the Construction Manager (Site Agent), General Foreman and the OHS Safety Officer Experience in work of a similar nature to that for which their Tender is submitted.

The tenderer is reminded that the information provided with this Schedule shall be used in terms of Clauses F.2.1.4.3 in Part T.1.2 Tender Data to confirm the tendering entity's eligibility to tender, and the responsiveness of the Tender submitted. The tenderer is therefore required to supply detailed information relating to previous projects, and projects to date, to clearly illustrate that the tendering entity meets key staff experience requirements stipulated in Clause F.2.1.4.3.

Note: Only the information provided on this Schedule, or attached hereto, will be considered. Failure to complete this Schedule may result in the tender being non-responsive.

RETURABLE SCHEDULE P-1 CONTRACTS MANAGER	NAME & SURNAME :				
	YEARS ACCRUED RELEVANT EXPERIENCE :				
	QUALIFICATIONS :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE : Attached CV and Proof of Qualifications as per Tender's Data clause C.2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

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

RETURNABLE SCHEDULE P-2 CONSTRUCTION MANAGER (SITE AGENT)	NAME & SURNAME : YEARS ACCRUED RELEVANT EXPERIENCE : QUALIFICATIONS :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE: Attached CV and Proof of Qualifications as per Tender's Data clause C.2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

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

RETURNABLE SCHEDULE P-3 GENERAL FOREMAN	NAME & SURNAME : YEARS ACCRUED RELEVANT EXPERIENCE : QUALIFICATIONS :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE: Attached CV and Proof of Qualifications as per Tender's Data clause C.2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

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

RETURNABLE SCHEDULE P-4 OHS SAFETY OFFICER	NAME & SURNAME: YEARS ACCRUED EXPERIENCE AS OHS SAFETY OFFICER : QUALIFICATIONS : SACPCMP REGISTRATION NO :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE : Attached CV and Proof of Qualifications as per Tender's Data clause C.2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

2A: TAX COMPLIANCE STATUS PIN

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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

The tenderer must attach to this page a **valid** Tax compliance Status pin.

Note:

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates 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

2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from local authorities

Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.

2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.

3A: RECORD OF ADDENDA TO TENDER DOCUMENTS
--

We confirm that the following communications received from the Procuring Department before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

.....

3B: PERSONNEL SCHEDULE

The tenderer shall insert the number of personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NON-LOCAL (Key Personnel) (Permanently employed by Contractor)	LOCAL			
		Women	Men	Youth	SMME
Contract Manager**					
ORHV Supervisor (Site Agent)**					
Professional BEng/ BSc/ BTech Degree on Electrical Engineering (heavy/ Light current)					
Professional BTech Degree/ National Diploma in Electrical Engineering (heavy/ Light current)					
National Diploma in Electrical Engineering (heavy/ Light current)					
Trade tested Artisans Electrical					
HSE Officer					
Artisan Assistant					
* Other					
Total					

* To be filled in / completed by tenderer.

The CV's of the Contracts Manager and Site Agent must be attached, in which they highlight their previous experience. The Company Profile of the proposed Sub Contractor is also to be submitted and a letter of intent signed by both parties should key personnel be subcontracted.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3C: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

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 (CVs to be attached):**

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

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

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6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill 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 TENDER:

1. ID NO:
(Name in Print):

2. ID NO:
(Name in Print):

3D: CERTIFICATE OF UNDERTAKING(SCHEDULE OF CONSTRUCTION EQUIPMENT)

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

CERTIFICATE OF UNDERTAKING

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

that:

(Name of Bidder)

All bidders **must** comply with all requirements as specified in this specification with relevance to the separate items.

Item	Description		Comply		Alternative Offer
			Yes	No	
1	2 x Equipment Room PC's				
2	Equipment Room RTU				
3	Equipment Room Time Synchronization (GPS)				
4	2 x Operating Workstation PC's				
5	Communication Interface				
6	Master Station Operating Software				
7	Datapoint license options	15000			
8		30000			
		45000			
9	Competent Staff				

9	SCADA Experience (Protection Relay & SCADA configuration experience)			
10	Microsoft Windows and Microsoft Office Experience			
11	Safety, Health and Environmental Policy			

Position

Name of Bidder

Signed

Date

Name

Position

Tenderer

.....

3E: SCHEDULE OF PROPOSED SUBCONTRACTORS
--

We notify you that it is our intention to employ the following Subcontractors to work on this Contract.

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

Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

.....

CONTRACT	
C1 AGREEMENT AND CONTRACT DATA	

- C1.1 Form of Offer and Acceptance A4.1 Category : Supervisory control and data acquisition (SCADA)
- C1.2 Contract Data
- C1.3 Form of Guarantee (Pro Forma)
- C1.4 Confirmation of Receipt of Contract (Pro Forma)

C1.1A FORM OF OFFER AND ACCEPTANCE

OFFER

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

CONTRACT NUMBER: 25/2025
CONTRACT NAME: SUPERVISORY CONTROL AND DATA AQUISION (SCADA)
CATEGORY A: ELECTRICAL INFRASTRUCTURE SERVICE

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 Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

FOR CATEGORY: ELECTRICAL INFRASTRUCTURE SERVICE

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

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 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 terms of the Conditions of Contract identified in the Contract data.

For and on behalf of the Tenderer:

Name
 Capacity
 Signature Date:

Name and address of tenderer:

.....

Witness Name
 Witness Signature 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: Agreement and Contract Data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site Information and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The Tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the Employer's Agent (whose details are given in the Contract data) to arrange the delivery of any securities, bonds, guarantees, proof insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract data at or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Contractor), within five (5) 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.

For and on behalf of the Employer:

Name

Capacity

Signature Date:

Name and address of Employer:

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Witness Name

Witness Signature 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 aforesaid become be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the Contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

A Tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Subject

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Details

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Subject

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Details

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Subject

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Details

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Subject

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Details

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Subject

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Details

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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 returnable schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

C1.2 CONTRACT DATA

The following clauses amplify the General Conditions of Construction Works Contract (Third Edition, 2015) and highlight areas in that document that require specific attention, and where further details are required to suit the circumstances of each contract and the specific locality of the Works. These variable clauses which must be specially prepared to suite each particular contract should cover such of the undermentioned matters and any others as are applicable.

NB: Certain information below is to be supplied by the successful Tenderer (Contractor) and will be included from his submissions with his tender.

- Notes: i) The clause numbers below refer to the actual numbering in the (Construction Works) General Conditions of Contract (Third Edition, 2015).
 ii) The clauses which are shaded/printed in bold require/contain specific information for each tender.

CLAUSE	
1.1	DEFINITIONS
1.3	GENERAL PROVISIONS
2.1	AVAILABLE DATA AND INFORMATION
4.3	LEGAL PROVISIONS
4.4	SUBCONTRACTING
4.9	CONSTRUCTION EQUIPMENT
4.10	CONTRACTORS EMPLOYEES
4.11	EMPLOYEES COMPETENCE
5.3	COMMENCEMENT OF THE WORKS
5.4	ACCESS TO THE SITE
5.6	PROGRAMME
5.7	PROGRESS OF WORKS
5.8	NON-WORKING TIMES
5.9	INSTRUCTIONS
6.1	PAYMENT AND RELATED MATTERS
6.2	SECURITY
6.5	DAYWORKS
6.8	ADJUSTMENTS AND PRICING
6.10	PAYMENTS
7.4	SAMPLES AND TESTING
7.5	EXAMINATION OF THE WORKS
8.1	PROTECTION OF WORKS
8.2	CARE OF WORKS
8.6	INSURANCE
10.2	DISSATISFACTION CLAIMS

NB: Certain information below is to be supplied by the successful Tenderer (Contractor) and will be included from his submissions with his tender:

Clause	Description / Wording
1.1	Definitions
1.1.1.6	Construction Equipment

	Any equipment and materials, where applicable, covered by this specification shall be supplied in accordance with the General Conditions of Contract attached hereto.	
1.1.1.15	Employer: The Employer is	The Kouga Local Municipality
	Manager: The Manager is	Mr. Mandla Mangembe Email: mmangembe@kouga.gov.za
1.1.1.13	Defects Liability Period	
	One year.	
1.3	General Provisions	
1.3.3	The language for communication is:	English
2.1	Available Data and Information	
2.1.1	For once off contracts with a known site, the site data shall be as per the Employer's Requirements. For multi-year Contracts with multiple (mostly unknown) sites, certain site data shall be assumed for tendering purposes (e.g. the levelness of the ground) as per the Employer's Requirements. Deviations from assumed site data shall be for the account of the Employer.	
2.1.3	The contractor warrants that all goods are to be finished for serviceable use under these atmospheric conditions. Where galvanising is not called for in the Contract Specification all ferrous parts are to be thoroughly descaled and primed. All moving parts such as retaining bolts, screws, cover hinges, clips, shafts etc., that are unavoidably exposed to the weather shall be of non-corrodible metal or other materials. There shall be no possibility of corrosion or accumulations of dirt or insects causing any deterioration in the operation of any part of the equipment. All equipment must be easily accessible for repairs, maintenance and removal for replacement purposes.	
4.3	Legal Provisions The governing law shall be : The law of the Republic of South Africa. Special attention is drawn to the following Acts: • Occupational Health and Safety Act (OHS Act) • Compensation for Occupational Injuries and Diseases Act (COID Act) • Unemployment Insurance Act (UIF) • Labour Relations Act • Basic Conditions of Employment Act	
4.4	Subcontracting	
4.4.1	The Service Provider should obtain prior approval from the Director: Electro-mechanical for any work that is to be subcontracted. The service provider may only use a subcontractor for work that is outside the Service Providers field of experience. Failure to do so will result in a written warning being issued to the Service Provider	
4.9	Construction Equipment	
	When the Contractor is paid his claim against Plant and Material Intended for the Works (clause 14.5 of the General Conditions.) In the case of multi-year contracts constituting rates, as opposed to an "Accepted Contract Amount", the Employer shall pay for these items using rates in the Pricing Schedule. Equipment and facilities to be provided by the Employer (if any): As and when required per project Free issue material:	

	As and when required per project All non-miscellaneous material listed in C2.2 (Schedule of Rates) shall be considered "listed for payment when delivered to site.
4.10	Contractors Employees
4.10.1	The Service Provider will supervise his/ her own worker, provide his/her own tools, and where materials are used, this shall comply with the current SABS/SANS specifications, except where otherwise requested by the Project Manager. Artisans must also be capable of working independently without direct constant supervision. Service Providers are required to develop a work schedule for their employees based on the scope of work provided by KOUGA LOCAL MUNICIPALITY Representatives. Artisans are required to inform the KOUGA LOCAL MUNICIPALITY Representatives before leaving KOUGA LOCAL MUNICIPALITY premises while on duty. Loitering in the cloakrooms or on KOUGA LOCAL MUNICIPALITY premises while on duty will not be permitted. Failure to report their absence to KOUGA LOCAL MUNICIPALITY at the earliest possible opportunity will not be accepted. Bad time keeping such as arriving late to work or leaving early will be regarded as an offence. Fraudulent time keeping, such as clocking via another employee or allowing another employee to clock one in will not be permitted. Sleeping on duty will not be permitted. Poor quality of work or failing to maintain KOUGA LOCAL MUNICIPALITY standards or poor work performance will not be permitted. Poor maintenance or neglect of equipment or material will be reported to Service Provider. Service providers remain responsible for all administrative duties required in terms of the various legislations.
4.11	Employees Competence
4.11.1	All maintenance and repair work will be executed in a competent manner to the satisfaction of the Project Manager. The Project Manager reserves the right to execute such repairs and replacements with his own staff or by any other means Artisans must have their own sets of tools and basic measuring equipment. (KOUGA LOCAL MUNICIPALITY reserves the right to inspect tools and measuring equipment) to ensure they meet operational and safety requirements. Employees will not be permitted to work if tools are deemed unsuitable. All Trade Tests must be in English, Trade Test Certificates not in English must be accompanied by the transcript of the Certificate issued by QCTO. KOUGA LOCAL MUNICIPALITY would like to have a transparent and fair Evaluation of the Minimum Requirements therefore all Artisans to only have the following Trade Test Certificates: QCTO, Department of Labour listed Trade Test or relevant SETA Trade Test Certificate. All Artisan Assistants are to have a minimum qualification of an N1 in mechanical engineering and must be ready for trade test by end of contract. Artisans should be computer literate; otherwise provision should be made for the Training of Artisans in Office Applications (at no cost to the metro)
4.11.2	Service providers must further note that should an artisan not perform to the satisfaction of the Municipality; such artisan is to be removed forthwith by the contractor who will then supply another artisan. In cases where the KOUGA LOCAL MUNICIPALITY experiences labour problems from the artisans or artisan assistants, we reserve the right to ask for replacements, at no cost to the KOUGA LOCAL MUNICIPALITY
5.3	Commencement of the Works

	There shall be no Contract Agreement.
5.4	Access to the Site The Contractor shall apply in writing to the Employer for access to a site at least 14 days prior to the date by which access is required. This time shall be considered built into the Time for Completion. Whilst on site, all employees of the Contractor and the Contractor himself shall carry an acceptable form of identification issued by the Contractor, which identification shall be shown on demand to any authorised representative of the Employer. Every employee of the Contractor and the Contractor himself shall accept that whilst on the site or upon entering or leaving the site, his person, vehicle, and possessions may be searched by any authorised representative of the Employer. In the event of the Employer issuing to the Contractor or his employees an identification card, such card shall be shown on demand to any authorised representative of the Employer.
5.6	Programme
5.6.2.3	The contractor, shall, at least 48 hours before commencing work on a secured site, hand to the Project Manager, a list of all persons under his employ who may be likely to come onto the site during the currency of the Contract. This list shall be kept up to date.
5.7	Progress of Works
5.7.1	A detailed progress report with an up-to-date Gantt chart is to be submitted to the Engineer as required by the Engineer. Service providers may be required to investigate and submit written reports of conditions or causes of failures and detail professional drawings, providing digital photographs to the Superintendents where required. If these reports, drawings, photographs are not produced within the period set out by the Superintendent a written warning will be issued.
5.8	Non-Working times
5.8.1	The Service Provider must be prepared to assist and provide backup services on demand in cases of emergencies, e.g. floods
5.8.1.2	Artisans are to be contactable via cell phone, both during the day and night. The artisans are required to respond within an hour of being contacted, failure to do so will result in a written warning being issued to Service Provider.
5.8.1.4	Service providers must be able to reach the plants within an hour in case of emergencies. The artisan/technician will need to report the reason for responding later than an hour, the reason will be considered, and if due to negligence, a written warning will be issued.
5.9	Instructions
	Job cards and quotes with precise details of all spare parts used, labour, etc. are to accompany all invoices. Failing to do so the KOUGA LOCAL MUNICIPALITY reserves the right to withhold payment until an accurate rendering of the costs are provided.
6.1	Payment and related Matters
6.1.1	On completion of work any delivery notes and invoices are to be delivered to the relevant Manager as follows: - Service Providers must submit duplicate tax invoices and no payments will be accepted without the official order number on the invoice. - Payments for the services rendered, will be in accordance with the Schedules of Rates. - Payment will be made against invoices certified correct by the Kouga Local Municipality Authorized Representative of the concerned Directorate.

	d. No work to be done prior to an order number being issued. e. Time sheets, signed by the representative of the Kouga Local Municipality, shall accompany all claims from the contractor for payment. f. The following information shall be reflected on all Quotations/Invoices: i. Name of Institution with code number and region number ii. Detailed description of Plant serviced/repaired. iii. Total number of hours worked in an hourly rate. iv. Detailed summary of work performed v. Detailed list of materials used vi. Distance travelled in km
6.2	Security
6.2.3	There is no requirement for Performance Security
6.5	Dayworks
	Shall be the normal working hours recognised in the district of the particular site. No Sunday work is allowed without prior approval by the engineer. Service providers must provide Daily/ Weekly Time Register to Supervisors (Kouga Local Municipality) at the various Workshops.
6.8	Adjustments and Pricing
6.8.1	Prices tendered for year 1 shall be firm. Any spares used must be charged for as per the agreed "Spares Price List" and fixed for the first year and adjusted annually thereafter according to the PPI (Statistics South Africa). All labour costs will be agreed upon in a fixed "Labour Price List" for the first year and adjusted annually thereafter according to the CPA, StatsSA P0141 Table A and StatsSA P0151.1 Table 5. Bid Prices must be stated in South African Currency. The Provisional Quantities in the Pricing Schedule are for evaluation purposes, the successful bidder will be appointed based on Rates. This clause shall apply for all multi-year contracts and / or contracts where the Contractor has indicated in his offer that his price is not fixed, regardless of whether a table of adjustment data was supplied in the schedules or not.
6.8.2	<u>Prices shall be fixed for the first year of the contract.</u> As sole compensation for all fluctuations in the price of labour, plant, and materials, from any cause whatsoever, for the second and subsequent years, Contract Prices will be adjusted by applying the Contract Price Adjustment (CPA) formula given below. Increases to Contract Prices to compensate the contractor for escalation will only be considered and assessed once per year during the contract award anniversary month. Any increased Contract Prices determined from the CPA formula at this time of review will then apply for the full subsequent year, until the next annual review and assessment. The indices relating to the cost of labour, plant and materials will be those published monthly by the Steel and Engineering Industries Federation of South Africa (SEIFSA). Base price indices will be taken as those ruling at the end of the month, one month prior, to the month in which the tender closed. Therefore, at the first Contract Price escalation review, during the month of the first anniversary following award of the contract, any price adjustments allowed will be based on the difference between the current SEIFSA indices and those ruling one months prior to closing of tenders i.e. this <u>assessment period</u> will be <u>longer than twelve months</u>. However, all subsequent assessment periods, used for the purpose of Contract Price review, will only be based on twelve-month intervals.

	Any Contract Price Adjustments allowed, shall be calculated in accordance with the following formulae: - 1.1 Contract Price Adjustment for Material. $CPAM = \frac{P_m M_m (M_c - M_t)}{M_t}$ 1.2 Contract Price Adjustment for Labour. $CPAL = \frac{P_l L_m (L_c - L_t)}{L_t}$ <u>Where:</u> P_m = Proportion of material subject to price adjustment. P_l = Proportion of labour subject to price adjustment. M_m = Monthly claim value of material. L_m = Monthly claim value of labour. M_t = Material index at time of tender. (Table G for Electrical Engineers Materials). M_c = Material index at time of claim. (Table G for Electrical Engineers Materials). L_t = Labour index at time of tender (Table C3) L_c = Labour index at time of claim
6.10	Payments No advance payment shall be applicable. It is not allowed by the Employer's financial standing orders. There is no Schedule of Payments.
6.10.3	Application for Interim Payment Certificates. Retention (%) : 2.5% Limit of Retention : 2.5% Imported Goods: Where goods are imported and the Contractor has indicated in his tender that his price(s) (or part thereof) is subject to rate of exchange variations, the exchange rates below shall be used as base rates. These rates are supplied by a commercial bank (not the central bank of the country) and can be adjusted directly by the actual exchange rate at either the date of order (by the Contractor from his suppliers) or the date of payment (of the Contractor to his suppliers) or a combination of these 2 options. The Contractor shall specify clearly in his Tender which of these dates would be applicable, and in the case of both dates, in what ratio. Over and above adjustments for exchange rate variations, the FOB portion could also be escalated to reflect adjustments in labour and material costs (called FOB escalation to distinguish it from CPA adjustments for non-imported goods). Should the Contractor have indicated in his tender that FOB escalation shall apply, the following rules are applicable:

	FOB escalation shall be based on one of the following methods: (a) South African SEIFSA indices, or; (b) The country of origin's version of SEIFSA indices, or; (c) South African CPIX, or; (d) The CPIX of the country of origin. The Contractor shall state clearly in his tender which of the methods shall be employed. The base cost (L0, E0, etc.) shall either be that stated in the relevant indices, or in the absence thereof, the average for the month prior to the month in which the tender period started. The current cost (Ln, En, etc.) shall be that defined by the indices. It shall be the Contractor's responsibility to provide full proof to the satisfaction of the Engineer of all base and adjusted data required to calculate adjusted rates or prices to the comparative ZAR at the time of completion. 1 US \$ = ZAR 1 Euro = ZAR 1 British Pound = ZAR Currencies for Payment: Only South African Rand allowed
7.4	Samples and Testing
7.4.3	The Service Provider is to carry out the Commissioning and Handover as stipulated in the Scope of Work. KOUGA LOCAL MUNICIPALITY will inspect the equipment or system installed and if it does not meet the specifications, KOUGA LOCAL MUNICIPALITY can reject the equipment or system installed.
7.5	Examination of the Works
7.5.2	All mechanical equipment will be collected and/or delivered from/to relevant or applicable Workshop by the Service Provider. Delivery Notes/Invoices shall accompany any delivered product.
8.1	Protection of Works
8.1.1	Basic Rules- All persons visiting or employed at the Wastewater Treatment Works, Wastewater Pump Stations or Water Treatment Works must observe the following basic rules: (a) Do not touch electrical equipment or switches and treat all equipment which has not been isolated and locked as live. (b) Do not touch moving machinery. (c) Take care when standing near or working over tanks and channels, which may be deep or contain swiftly moving water. (d) Do not enter the chlorination building without testing for a gas leak with a rag that has been soaked in the ammonium hydroxide solution. The Service Provider shall abide by all the safety and security regulations enforced at the workplace where she/he is required to work and will be regarded as an "Employee" in terms of the Occupational Health and Safety Act No. 85 of 1993. Employees are not permitted to smoke in non-smoking areas. If an employee creates, causes, or allows any condition or situation at work that could endanger the general safety or health of employees or other persons or which injury is caused, or failure to use protective clothing and/or equipment when required a written warning will be issued to the Service Provider on the first offence. The second offence will result in a final written warning.

8.2	Care of Works Machinery- When working with equipment and machinery (Maintenance Personnel) must observe the following care: (a) Ensure that it cannot be started or operated by either disconnecting the means of starting or by isolation at the panel and/or the local stop. (b) Always use the correct tools for the job. (c) Keep chisels in good condition. (d) Wear visors or goggles when grinding. € Do not man handle heavy objects. Use lifting gear. (f) Always replace belt guards and other safety shields. (g) Always read the instructions carefully before carrying out any maintenance operation on specialized equipment.																								
8.6	Insurance The Employer's Insurance Brokers are: <table><tr><td colspan="4"></td></tr><tr><td colspan="4"></td></tr><tr><td colspan="4"></td></tr><tr><td></td><td><i>Phone</i></td><td><i>Fax</i></td><td><i>Email</i></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>														<i>Phone</i>	<i>Fax</i>	<i>Email</i>								
	<i>Phone</i>	<i>Fax</i>	<i>Email</i>																						
8.6.1	All the equipment in the possession of the Service Provider for repairs shall be fully insured against loss or damage by the Service Provider.																								
10.2	Dissatisfaction Claims																								
10.2.1	Settlement of disputes shall be in accordance with GCC for Construction Works and KLM Supply Chain Management Policy. Mediation proceedings shall be as agreed between the parties.																								

2. DEFAULT AND/OR POOR PERFORMANCE OF THE CONTRACTOR AND TERMINATION OF THE CONTRACT

- 2.1 Should it appear to the Electro & Mechanical Directorate that the Contractor is:-
- (i) not executing the contract in accordance with the true intent and meaning thereof, or
 - (ii) not performing satisfactorily,
 - (iii) not performing with accepted industry expertise, or
 - (iv) refusing or delaying executing the contract, or
 - (v) defaulting on delivery of the specified goods, or
 - (vi) should it be found that any laws or other statutory requirements and/or safety regulations are not being complied with, or
 - (vii) in the event of any other failure or default by the Contractor,

then and in any of such events the Municipality shall be entitled to terminate the contract and employ other persons, at the expense of the Contractor, to perform and carry out any work which the Contractor fails to do with reasonable skill and diligence, within seven (7) days after the Contractor has received written instruction from the Electro & Mechanical Directorate to carry out the work, and has failed to do so.

- 2.2 If the Contractor fails to proceed with the work or refuses to remove any defective work or materials with reasonable diligence, then the Electro & Mechanical Directorate may:

2.3

- (i) give notice to the Contractor at the specified address to remedy the default;
- (ii) if the Contractor fails to remedy the default within seven (7) days of the notice, the Electro & Mechanical Directorate shall be entitled to terminate the contract on written notice to the Contractor.

- 2.4 If the contract is terminated by the Electro & Mechanical Directorate, in terms of Clauses (i) and (ii) above, then no further payments shall become due and be made to the Contractor until the work has been finally completed. The cost of such completion shall be for the account of the Contractor.

If such cost, added to the payments already made to the Contractor exceeds the Contract Sum, the excess shall be paid by the Contractor to the Municipality. If the total costs are less than the Contract Sum, the difference shall be paid by the Municipality to the Contractor.

3. CONTRACT PRICE ESCALATION AND TENDER BASE PRICE INDICES

Prices shall be fixed for the first year of the contract.

As sole compensation for all fluctuations in the price of labour, plant, and materials, from any cause whatsoever, for the second and subsequent years, Contract Prices will be adjusted by applying the Contract Price Adjustment (CPA) formula given below.

Increases to Contract Prices to compensate the contractor for escalation will only be considered and assessed once per year during the contract award anniversary month. Any increased Contract Prices determined from the CPA formula at this time of review will then apply for the full subsequent year, until the next annual review and assessment.

The indices relating to the cost of labour, plant and materials will be those published monthly by the Steel and Engineering Industries Federation of South Africa (SEIFSA).

Base price indices will be taken as those ruling at the end of the month, one month prior, to the month in which the tender closed.

Therefore, at the first Contract Price escalation review, during the month of the first anniversary following award of the contract, any price adjustments allowed will be based on the difference between the current SEIFSA indices and those ruling one months prior to closing of tenders i.e. this assessment period will be longer than twelve months. However, all subsequent assessment periods, used for the purpose of Contract Price review, will only be based on twelve-month intervals.

Any Contract Price Adjustments allowed, shall be calculated in accordance with the following formulae: -

3.1 Contract Price Adjustment for Material.

$$CPAM = \frac{P_m M_m (M_c - M_t)}{M_t}$$

3.2 Contract Price Adjustment for Labour.

$$CPAL = \frac{P_l L_m (L_c - L_t)}{L_t}$$

Where:

P _m	=	Proportion of material subject to price adjustment.
P _l	=	Proportion of labour subject to price adjustment.
M _m	=	Monthly claim value of material.
L _m	=	Monthly claim value of labour.
M _t	=	Material index at time of tender. (Table G for Electrical Engineers Materials).
M _c	=	Material index at time of claim. (Table G for Electrical Engineers Materials).
L _t	=	Labour index at time of tender (Table C3)
L _c	=	Labour index at time of claim

4. CONDITIONS OF CONTRACT

4.1 KOUGA LOCAL MUNICIPALITY Safety compliance

- 4.1.1 A Health and Safety Agent will be appointed to assist with all compliance in terms of KLM Safety Compliance through a KLM SCM Base via Public Health. The KLM is obliged by virtue of the Occupational Health & Safety Act 85 of 1993, specifically the Construction Regulations 2014, to effectively manage its construction project activities and institute adequate management and control processes to protect and safeguard its employees and other persons affected by its activities.
- 4.1.2 Ensuring that the KLM as employer meets its legal obligation in this regard, the Public Health Directorate – Occupational Health, Safety and Wellness Sub Directorate in conjunction with Supply Chain Management, is mandated to procure and deploy Health and Safety Agent Services on institutional construction projects via a Professional Management Service provider. The rates for Health and Safety Agent are included in the MBD 3.2.
- 4.1.3 The Service Provider will only be permitted to start work on site once the Construction Work Permit has been obtained.
Service providers must have their Health and Safety Plan Approved upon confirmation of appointment before commencing any duties.

- 4.1.4 Comply with the KOUGA LOCAL MUNICIPALITY Site Specific Health & Safety Specification Revision 7.1 with the Hepatitis A attached (Proof that all artisans supplied have been injected against Hepatitis A, must be submitted before commencing any duties).
- 4.1.5 Medically fit (attach Medical Certificate) and a letter of good standing (Compensation Fund, with reference to Section 89 of the Act). Medical certificate of fitness for working at heights and confined spaces. Proof of medical certificates must be submitted upon confirmation of appointment before commencing any duties. All Personnel must be made aware that exposure to chlorine gas at the Water Treatment Works is a possibility, and it is harmful/fatal to those affected by asthma, chronic lung conditions or bronchitis. Identified workers need to be trained, on an ongoing basis and made adept in emergency mock drills relating to chlorine emergencies.
- 4.2 Service Providers are invited to submit tenders for rates of artisans and their assistants who would work under the supervision and direction of the KOUGA LOCAL MUNICIPALITY Representative when it is required; Service Providers are still responsible for Performance and the Conduct of their personnel.
- 4.3 Materials Handling- When handling materials, care should be taken especially when handling heavy or bulky objects. To reduce the number of injuries caused by the use of incorrect material handling methods the following points should be considered: (a) Use suitable lifting gear wherever possible. (b) No person should attempt to lift more than can be comfortably handled. (c) Wear gloves when possible. Otherwise ensure that the hands on the object are clean and not slippery, and that the object is free from jagged edges, metal splinters, nails, burrs, or splinters. (d) Ensure firm footing and good visibility whilst manoeuvring.
- 4.4 The Department of Trade and Industry has designated and determined that the minimum threshold for various items specified in this tender document under Scope of Work. The minimum threshold are specified in the table below (Refer to DTI website for full table <http://www.thedti.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>):

Industry/Sector/Sub-Sector	Minimum threshold for local content
Electrical substation protection metering	70 %

Bidders must provide detailed information related to imported goods

- 4.5 All repair work, stripping and assessment of repairs is to be done with the prior approval of the Plant Maintenance Superintendent or his/her Representative. The Service Provider shall at all times in the execution of his/her contract ensure that maintenance and repairs of equipment is done in such a manner as to disrupt services to a minimum, and to adhere to the KOUGA LOCAL MUNICIPALITY's requirements and site instructions within the stipulated time spans allocated.
- 4.6 Artisans must have their own vehicles; KOUGA LOCAL MUNICIPALITY will not provide transport in any form. The vehicle cost is reflected in Pricing Schedule includes travelling from the Service Providers Base to KOUGA LOCAL MUNICIPALITY Sites.
- 4.7 The cost of electricity, water, and gas (as applicable) shall be paid by the Contractor and shall be deemed inclusive in the time related P&G's.
Details of electricity, water, and gas facilities to be provided by the Employer and cost thereof (if any): Water, 230 V electricity available at most sites.

- 4.8 The Client has the right to request missing information from the Service Provider through the appropriate Supply Chain Management procedures during the evaluation process.

4.9 Requirements

- a. All personnel are required to complete and submit the Personnel Requirement forms with the necessary qualifications.
- b. Artisans must have the relevant Sector Education and Training Authority (SETA) Trade Test qualification, Quality Council for Trades and Occupations (QCTO) Trade Test qualification or Department of labour listed Trade Test qualification.
- c. Applicants must meet the required number of years of experience as stated in the Minimum Requirements.
- d. Applicants must be physically fit (Medical Certificate will be required) and a letter of good standing (Compensation Fund, with reference to the Act)
- e. SHE file must be submitted in the KOUGA LOCAL MUNICIPALITY specifications that will be provided.

4.9.1 PENALTY:

- a. Service providers are also to ensure that all artisans and artisan assistants are supplied with all necessary personal protective equipment (safety clothing/equipment) as identified in a personal protective equipment needs analysis in terms of Legislation. Typical equipment that the Service Provider should provide his/her personnel with is: (a) Hard Hat, (b) Overall, (c) Safety Shoes, (d) Safety Gloves. (e) Goggles. (f) Visors.
- b. The KOUGA LOCAL MUNICIPALITY accepts no responsibility for failure of this neither will it accept any responsibility for any action by an artisan, which is contrary to any Statutory Law or Regulation.
- c. In this regard, Contractors are to supply the KOUGA LOCAL MUNICIPALITY with an Indemnity Letter, signed by an authorized person.
- d. No work is to be carried out by the service provider before the approval of the health and safety file as well as the health and safety orientation has been signed off by the KOUGA LOCAL MUNICIPALITY.

5. **LEGISLATION AND OBLIGATIONS OF THE CONTRACTOR**

5.1 **STATUTORY REQUIREMENTS**

5.1.1 **Occupational Health and Safety Act (OHS Act)**

Any equipment, where applicable, offered against this Contract Specification and all work carried out shall conform to and comply with the relevant and applicable requirements of the **OCCUPATIONAL HEALTH AND SAFETY ACT (Act 85 of 1993)** as amended, and/or the regulations framed there-under, as amended.

In terms of the Construction Regulations as published under the Occupational Health and Safety (OHS) Act, Regulations 4 & 6:

Regulation 4

- *“No client (KOUGA LOCAL MUNICIPALITY) shall appoint a principal contractor (mechanical or electrical) to perform construction work unless the client is reasonably satisfied that the principal contractor which he or she intends to appoint has the necessary competencies and resources to carry out the work safely”.*

Regulation 6

- *“The principal contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work”.*

NOTE: (1). All costs which might be necessary to comply with these or any other statutory requirements not specifically mentioned, in any way, including the provision of any necessary / suitable equipment / materials shall be allowed for in the tender price and shall be at the cost and for the full account of the successful tenderer (contractor).

5.1.2 Compensation for Occupational Injuries and Diseases Act (COID ACT)

The contractor will be expected to familiarise himself/herself with and comply with all the relevant provisions of the **COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (Act 130 of 1993)**, as amended, and/or the regulations framed there-under, as amended.

Successful Tenderers who are allocated work will be required to provide their Compensation Commissioner Registration Number (or that of any agents or sub-contractors) on an Acceptance of Appointment Form, which they will be obliged to sign on behalf of their business undertaking, **before** commencing work.

5.1.3 Unemployment Insurance Act (UIF)

The contractor will be expected to familiarise himself/herself with and comply with all the relevant provisions of the **UNEMPLOYMENT INSURANCE ACT (Act 30 of 1996)**, as amended, and/or the regulations framed thereunder, as amended.

5.1.4 Labour Relations Act (LRA)

The contractor will be expected to familiarise himself/herself with the content of the **LABOUR RELATIONS ACT (Act 66 of 1995)**, as amended, and/or regulations framed thereunder, as amended, and shall adhere to the Act and regulations in all respects.

5.1.5 Basic Conditions of Employment Act

The contractor will be expected to familiarise himself/herself with the content of the **BASIC CONDITIONS OF EMPLOYMENT ACT (Act 75 of 1997)**, as amended, and/or the regulations framed thereunder, as amended, and shall comply with and adhere to the Act and regulations in all respects.

NOTE: All costs which might be necessary to comply with these or any other statutory requirements not specifically mentioned, in any way, including the provision of any necessary / suitable equipment / materials shall be allowed for in the tender price and shall be at the cost and for the full account of the successful tenderer (contractor).

**5.1.5.1 EXTENT OF CONTRACTOR'S OBLIGATIONS
(Applicable for all construction and service contracts)**

The Municipality and the Contractor agree, in terms of the provisions of **Section 37(2) of the OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (Act 85 of 1993)**, hereinafter referred to as “the Act”, that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: -

- (a) *The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the regulations promulgated in terms of the Act;*
- (b) *The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;*
- (c) *The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Municipality from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;*
- (d) *The Contractor agrees that any duly authorised officials of the Municipality shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraph (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor;*
- (e) *The Contractor shall be obliged to report to the Municipality any investigation, complaint or criminal charge, which may arise as a consequence of the provision of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, of such investigation, complaint or criminal charge.*

5. SAFETY CONDITIONS

5.1 General

All statutory safety equipment that may be required shall be supplied by the Contractor and it shall be used by his/her workers who must be instructed in its proper use.

The successful tenderer is required to submit a Health and Safety file and such safety file costs shall be included in the rates of schedule of quantities.

The Contractor or sub-contractors shall not carry out any operating or work on Council plant or the electrical reticulation infrastructure unless authorised in writing by the KOUGA LOCAL MUNICIPALITY Representative.

5.2 Competent Persons

The Contractor shall be required to ensure that all persons involved with lifting operations or working from elevated positions are registered with the Department of Labour as competent persons for the scope of work required of them. Any deviations from this requirement shall be reported to and discussed with the Project Manager/Engineer.

All work operations shall at all times be under the control and direction of a Competent person being the responsible person in terms of the Occupational Health and Safety Act.

The contractor shall at all times be responsible for the safe work operation and total honesty of all the personnel involved on his/her site or area of working.

6. REFERENCES

6.1 STANDARDS

All modifications and/or work carried out shall, unless otherwise specified, be designed, manufactured, installed, erected, commissioned and tested in accordance with the relevant requirements of the Standards/Codes of Practice listed hereunder:

SANS 01111 Part1: Engineering Drawings General Principle.

SABS documents shall be superseded by the latest SANS documents

ISO Standard 8501-1: Preparation of steel substrates before application of paints and related products.

ISO Standard 1461: Hot dip galvanized coatings on fabricated iron and steel articles- specifications and test methods

7. SERVICE CONDITION

7.1 CLIMATIC

The Contractor shall warrant that all goods are suitable for long and trouble-free service under fully rated conditions in a highly corrosive salt-laden atmosphere at the sea coast, in areas subject to occasional lightning storms, frequent severe wind storms and periods of high humidity and condensation, and high sun temperatures. The ambient temperature ranges are from -5°C minimum to 40°C maximum with a daily average not exceeding 35°C.

8. PLANT

The plant, vehicle, equipment and tools to be used by the contractor in the execution of the works shall be of good quality, sound design and modern manufacture of such a type and character as will afford proper facilities for carrying out of the work required expeditiously and in a workman-like manner and shall be maintained in a state of efficiency and shall be suitable for the purpose of which it is to be used.

9. ACCOMMODATION OF TRAFFIC

The contractor shall so arrange and conduct his operation as to cause the least possible inconvenience to public traffic either by road or sidewalk.

During the period of construction of the works, the contractor shall be responsible for the safe and easy passage of pedestrians, animal-drawn traffic and vehicular traffic, through or over all sections of public and private roads and access to premises which may be required by law or by the Directorate: Safety and Security or by the Directorate: Infrastructure and Engineering.

10. SAFETY

The contractor shall provide flagmen and erect and maintain such directional and danger signs, barriers, barricades, and lights, all as may be required by law and by the Director: Safety and Security Directorate or by the Director: Electro & Mechanical Directorate.

11. GUARANTEE – MINIMUM AMOUNT OF WORK

The contractor is required to take note that this contract offers no guaranteed minimum amount of work and that any given project as and when required, may be subdivided into separate sections or phases as required by the Project Manager/Engineer

C1.3 FORM OF GUARANTEE (PRO FORMA)

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, (2015).

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer’s Agent” means:

“Works” means:

“Site” means:

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

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

Amount in words:

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

Amount in words:

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue of the Certificate of Completion

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. FIXED PERFORMANCE GUARANTEE

- 1.1. Where a fixed Performance Guarantee has been selected. The Guarantor's liability shall be limited to the amount of the Guarantee Sum.
- 1.2. The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

- 2.1. The Guarantor hereby acknowledges that:
 - 2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 2.2.1 to 2.2.3:
 - 2.2.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 2.2.2;
 - 2.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 2.2.1 and the sum certified has still not been paid;
 - 2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 2.2.
- 2.3. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 2.3; or
 - 2.3.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 2.3; and
 - 2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.
- 2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 2.2 and 2.3 shall not exceed the Guarantor's maximum liability in terms of 1.1.
- 2.5. Where the Guarantor has made payment in terms of 2.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to

- the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate by the Employer's Bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6. Payment by the Guarantor in terms of 2.2 or 2.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
 - 2.7. Payment by the Guarantor in terms of 2.3 will only be made against the return of the original Performance Guarantee by the Employer.
 - 2.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
 - 2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
 - 2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
 - 2.11. This Performance Guarantee, with the required demand notices in terms of 2.2 or 2.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
 - 2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act of section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4 CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)

The Tenderer, (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) on:

The (day) of (month) (year)

At (place)

It is hereby agreed that the official commencement date of the Contract will be:

The (day) of (month) (year)

For and on behalf of the Contractor:

Name

Capacity

Signature Date:

Witness Name

Witness Signature Date:

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.3 Summary of Bill of Quantities

C2.2 BILL OF QUANTITIES

A4.1 Category: Supervisory control and data acquisition (SCADA)

The Tenderer should only complete the Category: Mechanical Infrastructure Services: A4.1 Form if he/she is Bidding for Category. If the bidder ticks **No** below, A4.1 Form is not applicable to the bidder.

Notes:

1. Contract Price is **not** subject to Contract Price Adjustment (Clause 6.8.2 of the Conditions of Contract).
2. The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

DELIVERY PERIOD, IN WEEKS, FROM DATE OF RECEIPT OF ORDER

Name of Bidder:

Address:

Contact Number:

Email Address:

Signature of Bidder:

Date:

B4.1 PRICING SCHEDULE:

- The tenderer will be required to offer rates for all items specified in the bill and must be able to offer all services as requested. The contract will be evaluated and awarded to a single Tenderer, therefor only service providers that can offer all required services as itemized will be accepted for further evaluation.
- It should be noted that the Municipality reserves the right to compare the rates offered with going market related prices of material and labor offered.
- The tender will be evaluated on the total price of all items multiplied by estimated quantities on all line items. If not quoted on all line items, the tender will be regarded as non-responsive.
- Price to include delivery and offloading in Kouga (Jeffreys bay, Humansdorp and St. Francis bay)

Design, Supply, Install, Engineering, Testing and Communication of the Kouga Supply Area Master Station						
Item No.	Description	Unit	No.	Rate		Total Price
Design, Supply, Install, Engineering, Testing & Commissioning and Training						
A.1	Design, build & Supply of Equipment to be mounted in or the front of the cabinet (see below)					
A.1.1	Equipment Room PCs	No.	2			
A.1.2	Master Station RTU PLC/ Archive License- 4 Data points	No.	4			
A.1.3	Backmount Screen and Rackmount keyboard with integrated mouse/ trackball	No.	3			
A.2	Supply of DC Supply					
A.2.1	3kVA UPS System	No.	2			
A.3	Supply of SCADA software					
A.3.1	SCADA Human Machine Interface software	Data points	1			
A.4	Supply of Maintenance & Development Workstation Equipment:					
A.4.1	Maintenance and Development PC	No.	1			
A.4.2	65" LED monitor, resolution of 1920 X1280	No.	4			
A.4.3	Standard keyboard and mouse	No.	2			

A.5	Supply of Operators Room Equipment					
A.5.1	Operators Room PCs	No.	1			
A.5.2	65" LED monitor, resolution of 1920 X1280	No.	1			
A.5.3	Standard keyboard and mouse	No.	1			
A.5.4	Miscellaneous (Fiber, Ethernet cables, AC/ DC cables, HDMI cables etc.) Please add in the space below miscellaneous equipment quoted:	Sum	1			
B.1	Installation and setup in Kouga Municipality Electrical Offices					
B.1.1	Cost of installing the cabinet and setting up PCs, screens, keyboard and any other related as specified in the pricing schedule	Sum	1			
B.1.2	PTZ Camera	No.	5			
B.1.3	GSM Modem	No.	4			
B.2	Protection relays					
B.3	Engineering and Configuration					
B.3.1	Cost of Engineering and Configuration of Master station/ Equipment Room PCs according to specification No. of submissions with SCADA- 3	Sum	1			
B.4	Testing and Commissioning					
B.4.1	Cost of Testing and Commissioning of Master station local RTU	Sum	1			

B.4.2	Cost of Testing and Commissioning of Master station/ Equipment Room PCs according to specification No. of substations with SCADA- 3	Sum	1			
B.4.3	Cost of Testing and Commissioning of Operator's room PCs according to specification No. of substations with SCADA-3	Sum	1			
B.4.4	Cost of traveling to test and commission	kms	100			
C.1	Training					
C.1.1	Cost of Training of 4X engineers for 4 days as detailed in specification	Sum	1			
C.2	Safety File					
C.2.1	Net price to comply with Kouga's Health and Safety requirements (Safety file)	Sum	1			
					Sub Total	
					VAT	
					Total	

INTERNET OR FIBRE CONNECTION

The successful bidder should note that there is no internet or fibre connection in the substations. Bidders are expected to make provisions for modems and Sim cards

Notes:

- Contract Price is **not** subject to Contract Price Adjustment (Clause 6.8.2 of the Conditions of Contract).
- The undersigned, who warrants that he /she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name Position

Tenderer

Delivery period, in weeks, from date of receipt of order

.....

Name of Bidder:

.....

Address:

.....

Contact Number:

Email Address:

Signature of Bidder:

Date:

C3 SCOPE OF WORK

- C 3.1.2.1 Contract Works
- C 3.2 SCADA Master plan
- C 3.3 General requirements
- C 3.4 Cybersecurity
- C 3.5 Building and Environmental Requirements
- C3.6 Master station
- C3.7 Commission and Inspection
- C3.8 Master station local remote terminal unit.
- C3.9 Power supply
- C3.10 Central processing unit
- C3.11 Programable logic capabilities
- C3.12 Communication
- C3.13 Input and output interface
- C3.14 Description of functions
- C3.15 Single line diagrams
- C3.16 Measurand handling
- C3.17 Reporting
- C3.18 Trend pictures
- C3.19 Authorisation mechanisms
- C3.20 Project Engineering
- C3.21 Documentations
- C3.22 Installation and commissioning
- C3.23 Handover and warranty
- C3.24 Training
- C3.25 Pricing schedule
- C3.26 Location of works

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

Kouga Local Municipality's objectives are to appoint service providers for the supply and install of supervisory control and data acquisition (SCADA).

C3.1.2 OVERVIEW OF THE WORKS

The Supervisory control and data acquisition (SCADA) will be awarded to only one Service Provider the Service provider is expected to complete all relevant documentation with relevant appointment letters.

C3.1.2.1 CONTRACT WORKS

Scope of Work Category- Supervisory control and data acquisition (SCADA)

Service Providers bidding for the below scope of work must have capability to complete identified work. Service providers will not be allowed to add a mark-up to work done due to subcontracting. The Service Provider will be allowed to add a mark-up on specified work in line with the percentages tendered in the Part C2.2 document.

2.1.1	Finishing Work: internal cleaning, coating, thermal insulation, labelling, tagging etc.																																											
2.1.2	Supply Technical Drawings																																											
2.1.3	Supply Engineering and Design Reports																																											
2.1.4	Handover and Commissioning of Projects																																											
2.1.5	Prepare and submit Operations and Maintenance Manuals for New Installations																																											
2.1.6	Minimum three Vehicles to travel between sites																																											
2.1.7	The Tenderers are to assist the Kouga Local Municipality with Supervisory control and data acquisition (SCADA) in the following areas as and when required: <table><tr><th colspan="4">Jeffreys Bay Area</th></tr><tr><th>Substation name</th><th>No of breakers</th><th>Breaker type</th><th>Relay type</th></tr><tr><td>Jeffreys Bay Main</td><td>20</td><td>Reyrolle, ABB VD4 LMT</td><td>ABB REF611, ARGUS1 DCD311A, SEL3515, SEL387A SEL451, SEL2414, KVGC, 2DCC IDMTL (3+5)</td></tr></table> <table><tr><th colspan="4">Humansdorp Area</th></tr><tr><th>Substation name</th><th>No of breakers</th><th>Breaker type</th><th>Relay type</th></tr><tr><td>Boskloof substation</td><td>5</td><td>Reyrolle type IMS/X2/JOE</td><td>SEL-751A</td></tr><tr><td>Saffery substation</td><td>8</td><td>ABB type: LGZS9</td><td>ABB REF615</td></tr></table> <table><tr><th colspan="4">St Francis Area</th></tr><tr><th>Substation name</th><th>No of breakers</th><th>Breaker type</th><th>Relay type</th></tr><tr><td>Load Center 1</td><td>5</td><td>Reyrolle Metalclad switch. type LMR</td><td>ARGUS1 (5)</td></tr></table>				Jeffreys Bay Area				Substation name	No of breakers	Breaker type	Relay type	Jeffreys Bay Main	20	Reyrolle, ABB VD4 LMT	ABB REF611, ARGUS1 DCD311A, SEL3515, SEL387A SEL451, SEL2414, KVGC, 2DCC IDMTL (3+5)	Humansdorp Area				Substation name	No of breakers	Breaker type	Relay type	Boskloof substation	5	Reyrolle type IMS/X2/JOE	SEL-751A	Saffery substation	8	ABB type: LGZS9	ABB REF615	St Francis Area				Substation name	No of breakers	Breaker type	Relay type	Load Center 1	5	Reyrolle Metalclad switch. type LMR	ARGUS1 (5)
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Humansdorp Area																																												
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Saffery substation	8	ABB type: LGZS9	ABB REF615																																									
St Francis Area																																												
Substation name	No of breakers	Breaker type	Relay type																																									
Load Center 1	5	Reyrolle Metalclad switch. type LMR	ARGUS1 (5)																																									
2.1.8	Contractors to perform work once KOUGA LOCAL MUNICIPALITY official approves the quotation.																																											
2.1.9	Service providers are invited to submit tenders for the rates of various services : contractors will work under the direction of the KOUGA LOCAL MUNICIPALITY Representative.																																											

C 3.2 SCADA Master Station

C 3.2.1 General

This specification covers the minimum requirements for the design, engineering, supply, installation and commissioning of the SCADA Master Station in the Control Centre to supervise and operate the distribution network of Kouga Municipality Substation supply area.

Tenderers shall make adequate provision for configuration of the SCADA Master Station system and shall allow for a complete integrated substation protection and control solution utilizing the "IEC 61850" network-based communication standard within substations for both protection peer-to-peer, and local automation as required, and interfaced via a Substation RTU to the Municipal Control Centre using the IEC60870-5-104 protocol.

The design, engineering, supply, installation and commissioning of the SCADA Master Station shall be performed by the Original Equipment Manufacturer/ Certified Supplier (by the Original Equipment Manufacturer)/ Channel Supply partner (of the Original Equipment Manufacturer). Should the main contractor choose to subcontract the SCADA Master Station and all associated integration, the main contractor will still be responsible for the overall provision of all SCADA functionality as specified. The subcontractor shall be a specialist in Electrical Power System Protection and SCADA systems with reputable experience in the field. There should be local (within the Eastern Cape) backup human resources support for the proposed SCADA Master Station solution.

C 3.2.3 Scope of Work

The new SCADA Master Station at the Municipal Control Centre shall be implemented in various phases.

The SCADA Master Station shall facilitate visibility and control of the various substations within the area. The successful contractor shall provide all equipment, engineering, resources and whatever else is required to fulfil the SCADA obligations.

The SCADA Master Station scope will include (but not be limited to):

Phase 1: Applicable to this Tender

- a) The complete engineering processes involved in the design, supply, engineering, configurations, installation and commissioning of the SCADA Master Station at the Municipal Control Centre.
- b) Commissioning of 4 existing Substation RTU's to the new Master Station.
 1. Jeffreys Bay Main Substation
 2. Humansdorp Main substation
 3. Saffery substation
 4. St Francis Load Center 1
- c) An independent uninterruptible power supply system shall be proposed for the SCADA Master Station. The offer is to include such a UPS, capable of autonomously powering the SCADA Master Station equipment for a minimum of 15 minutes. The UPS shall be used in case of power failure before the standby generator kicks in.
- d) The supply of all licenses for the SCADA Master Station system shall be included in the offer.

- e) The provision of training to Kouga Municipality technicians / engineers in the use of all related software and system configuration shall be included in the offer.

The exact scope for future phases of this project shall be determined at a later stage and shall include the proposed integration of the ArcGIS system and the proposal to communicate with the remote mini subs via a suitable communication medium.

C 3.2.4 System Overview

C 3.2.4.1 Structure of the Master Station

The SCADA Master Station shall remotely supervise and operate the substations as per the configuration set out in Figure 1.

See Annexure 1 for the complete proposed SCADA System overview.

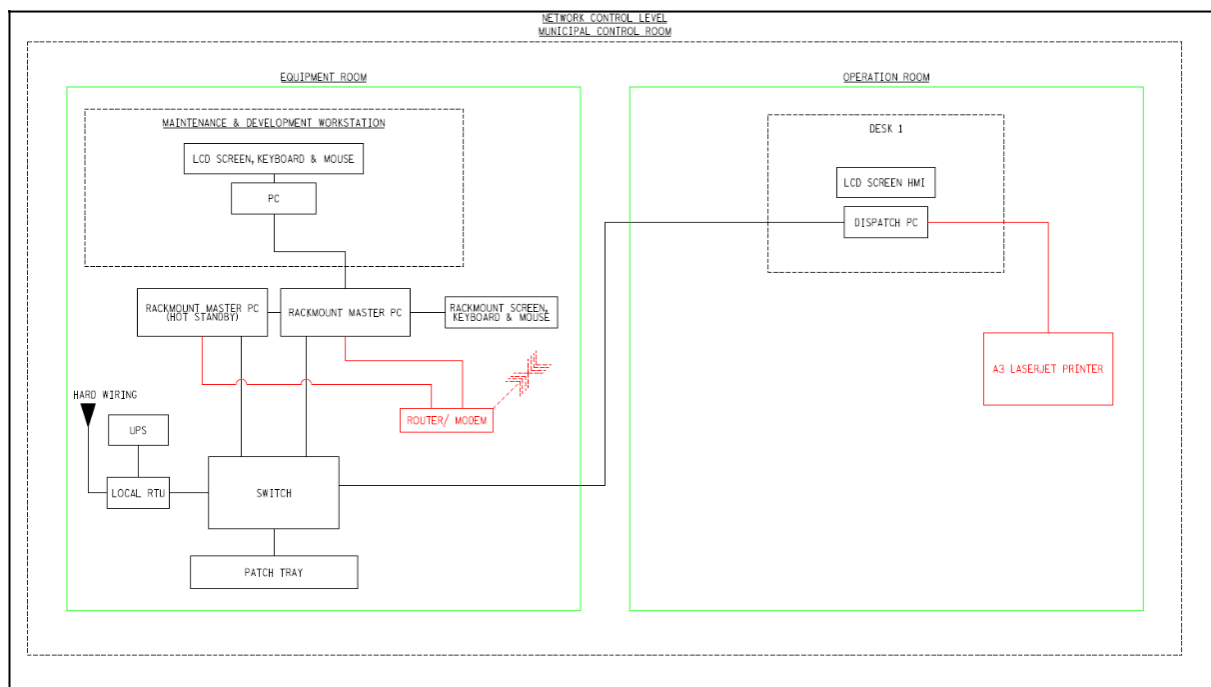


Figure 1 SCADA Interface Block Diagram

C 3.2.4.2 Equipment Location

The SCADA Master Station's central equipment shall be located in the control environment directed by the Director.

The following equipment shall be located at this space:

- Central computer(s) with accessories and communication controllers.
- Remote control communication system

C 3.2.4.3 Structure of the SCADA Master Station

The SCADA Master Station is divided into the following levels:

- Network Control Level
- Communication System Level.
- Remote Terminal Level (future phase)

The **Network Control Level** that will act as the Master Station HMI to the substations shall consist of PCs running the MS Windows Server 2019 and related SCADA software. The Network Level will physically be divided in the dispatching Centre in to:

- Equipment room system
- Operation room system

- Maintenance and Development workstation

The **Communication System Level** between the Network Control Level and the Substation Level shall be based on the new fiber network. The **Communication System Level** between the Network Control Level and the Mini Sub/ RMU Level shall be based on the GPRS/ LTE gateways.

C 3.3 General Requirements

C 3.3.1 Time Stamping

The successful bidder shall provide an external GPS Clock.

Synchronization of the SCADA System shall be possible by following methods:

- Time synchronization of the RTU's by the SCADA Master Station via a periodically transmitted synchronization instruction of the IEC60870-5-104 communication protocol.
- Time synchronization of the Master Station HMI and RTU's using SNTP V4(RFC2030) on a LAN/WAN network
- Time synchronization of the RTU's using a real time clock that receives the date and time from the GPS system and synchronize the internal time to the GPS standard time by means of a minute pulse.

C 3.3.2 Reliability

All RTUs and FRTUs shall be completely independent from each other and from the SCADA Master Station's CPUs. In the case of communication failure or disturbances in the communication, means shall be provided such that the events registered by the RTUs are buffered.

The RTU for the Master Station shall be compliant to the reliability and performance requirements as stipulated in the IEC 60870-4 standard.

C 3.3.3 System performance

The data base structure of the Network Level CPU (Master Station HMI) shall have extensive capabilities to be extended in the future. The vendor shall have proven installations where the database proposed have been used for up to 100 000 process signals. Phase 1 implementation will require a minimum 30000 data points which will be extended in future phases.

The Network Level CPU average picture change time for a single line diagram with 50 dynamic objects shall not exceed 2 seconds.

The following signal response times for the total system is accepted (excluding operating time of primary equipment):

- From control command of CB in single line diagram dialogue of Network Level CPU, until output of relay in RTU/ FRTU: 1 s.
- Change of position of switching object from input of RTU/FRTU, until change position in single line diagram of Network Level CPU: 2 s.
- Change of analogue measurement at RTU/FRTU terminal, until change of value in the single line diagram of Network Level CPU: 5 s.

C 3.4. Cybersecurity

The tenderer shall state how the proposed equipment and system operation ensures cybersecurity in terms of local or remote access to the SCADA Master Station system devices and transfer of data. For remote access and support a VPN and Firewall is required.

C 3.5. Building and Environmental Requirements

C 3.5.1. Central Control Room

The employer will provide the control room. Facilities will be provided to route cables between the various apparatus. The tenderer is to propose an ideal solution e.g., if a raised floor or cable ducts shall be used.

The system shall withstand minor or intermittent vibrations occurring at low frequency if the acceleration does not exceed 1 m/s².

As the control room is staffed it will be air conditioned thus limiting the temperature to 20 - 32 degrees Celsius and 40 - 80 % relative humidity.

C 3.6 Master Station

C 3.6.1 Network Control Level

C 3.6.1.1 Equipment Room

The Network Control Level at the Dispatching Centre building in the equipment room where the SCADA application will run shall consist of two redundant computers running the MS Windows 11 operating system. The minimum requirements for the rackmount Master PCs shall be:

- 2 x Intel Xeon E3 1505M Quad Core, 2.8GHz
- 1TB, RAID 10 hard disk, Hot swap support
- 32 GB RAM
- 4 X Rear USB ports; 2 x Front USB ports
- 2 X Gigabit Ethernet interfaces capable of redundant configuration
- Intel P530 Graphics Controller

If the above PC specification is below the offered software recommended system requirements the software recommended system requirements must be complied with.

The two PCs shall form a fully redundant hot stand by system in terms of hardware and software functions with an automatic switching over facility between them if one of the systems should fail to operate properly. It shall be possible to perform a manual system change over if and when required.

The following peripherals shall be connected to the SCADA Master Station:

- Rackmount USB keyboard with integrated trackball
 - Input devices: 104-key keyboard, 3 button trackball.
 - Interface: 2 USB ports (keyboard, trackball)
- Rackmount Touch Monitor
 - Scratch resistant glass and drift free accuracy.
 - 19-inch screen (LED)
 - Resolutions: 1280 x 1024 @ 60Hz
 - Input 12VDC.
 - Video Inputs: HDMI, VGA
 - Touch interface: USB.
 - Power supply module: Input range 90-264Vac – 12Vdc, 80W
- A local RTU to be used for the supervision among others of the battery and UPS system. The local RTU shall be of the same type as the RTU used in the HV/MV and MV/MV switching stations. The RTU shall be equipped with the following number of I/Os and as

a minimum meet the requirements of Section 5: Master Station Local Remote Terminal Unit:

- 16 binary inputs
 - 8 binary outputs
 - 6 analogue inputs
- > External Time synchronization unit for synchronizing the system from a GPS satellite (Global Positioning System).

All the equipment such as PCs with peripherals shall be installed in the existing free-standing cabinet. The existing cabinet specification is as follows.

- Dimensions of 42U X 600mm width x 800mm depth

The UPS shall have the following specifications:

- 3kVA @0.8 power factor
- Input voltage 220/230/240V
- LCD Interface
- Output voltage 220/230/240V $\pm 1\%$
- Input Frequency 40Hz – 70Hz.
- Efficiency: Up to 91% in Online mode
- Overload capacity: 105%-130%: 60s, 130%-150%: 10s, >150%: ≥ 300 ms.
- Input connections: IEC C20
- Output connections 6xIEC C13 + 1X IEC C19
- Typical backup times at 50% and 75% load: 20/12 min.
- Communications ports: 1 USB port + 1 RS232 serial port
- Communication slot: 1 slot for Network M2 or Modbus -MS
- Operating environment 0 to 40°C
- Warranty: 2 years

C 3.6.1.2 Maintenance and Development Workstation

A maintenance and development workstation HMI shall be available at the Municipal Control building for the purpose of system maintenance and development. The workstation shall be linked to the master PCs with a:

- Intel i5 CPU
- 500 GB hard disk
- DVD writer
- 8GB RAM
- Two Gigabit Ethernet interfaces
- Standard keyboard and mouse
- Standard keyboard and mouse
- 1 x 24" LED monitor, resolution of 1920 x 1280

The normal working environment shall be based on the standard Microsoft graphical user interface GUI. It shall be possible to open several windows at the same time.

It shall be possible to embed into the operating pictures for the best guidance of the operators e.g., photographs of the controlled objects in a bit map format. It shall further be possible via push buttons in the SCADA software proposed to access third-party software e.g., such as starting up of an excel spread sheet session in the same way as normal operations such as controlling of a switching object.

During a busy state of the SCADA application performing some time-consuming tasks the cursor shall be presented with a different symbol such as e.g., hourglass. The standard keyboard shall be used only for the start-up of the system and keying data. The system is to be entirely operated with mouse.

The user shall operate the system by using the dynamic function keys located on the monitor screen and shall be guided by information windows that can be invoked on demand. By use of the various pictures, it shall be possible to easily control and monitor the substations and the SCADA system itself. The SCADA HMI shall onwards support functions such as zooming, panning and decluttering.

The actual System State shall be displayed by colored symbols. Windowing technique shall be used to display all information. The applications shall be in full graphics. The windows technique shall allow easy calls for additional, more detail information actually needed by the operator, e.g.:

- Symbols
- Further Pictures
- Measurands displayed in numerical, bar or line-mode.
- Texts
- Lists, Tables of Texts, Symbols and Values

C 3.6.1.3 Operators Room (Operating Workstation)

The Network Control Level at the Dispatching Centre building in the operation room where the operators will normally control and supervise the distribution networks shall consist of two computers running the Windows 10 Professional operating system. The minimum requirements for the PCs shall be:

- Intel i5 CPU
- 500 GB hard disk
- DVD writer
- 8GB RAM
- Two Gigabit Ethernet interfaces
- Standard keyboard and mouse
- 1 x 24" LED monitors, resolution of 1920 x 1280

If the above PC specification is below the offered software recommended system requirements the software recommended system requirements must be complied with. A minimum of 5 User Licenses will be required.

The normal working environment shall be based on the standard Microsoft graphical user interface GUI. It shall be possible to open several windows at the same time.

It shall be possible to embed into the operating pictures for the best guidance of the operators e.g., photographs of the controlled objects in a bit map format. It shall further be possible via push buttons in the SCADA software proposed to access third-party software such a starting up of e.g., an excel spread sheet session in the same way as normal operations such a controlling of a switching object.

At a busy state of the SCADA application performing some time-consuming tasks the cursor shall be presented with a different symbol such as e.g., hourglass. The standard keyboard shall be used only for the start-up of the system and keying data. The system is to be entirely operated with mouse.

It shall be possible for the operator to utilize both monitors simultaneously with one mouse and one keyboard only in a "flying mouse" facility.

The user shall operate the system by using the dynamic function keys located on the monitor screen and shall be guided by information windows that can be invoked on demand. By use of the various pictures, it shall be possible to easily control and monitor the substations and the SCADA system itself. There shall onwards be support functions such as zooming, panning and decluttering.

The actual System State shall be displayed by colored symbols. Windowing techniques shall be used to display all information. The applications shall be in full graphics. The windows technique shall allow easy calls for additional, more detail information actually needed by the operator, e.g.:

- Symbols
- Further Pictures
- Measurands displayed in numerical, bar or line-mode.
- Texts
- Lists, Tables of Texts, Symbols and Values

To the operator workstations shall be connected following peripherals:

- 1 x A3 color LaserJet printer to print out screen captures and reports.

It shall further be possible in the future to connect to the system additional operator workstations based upon lower grade PCs running standard Windows 7 or Windows 10 operating systems. It shall further be possible to run the workstation software over a standard internet browser such as e.g., Microsoft Internet explorer.

PTZ Camera capability;

- a. One PTZ camera with 250 to 500 meter focal points, Pan, Zoom and Tilt (PTZ)
- b. Victron 100/30 Smart solar MPPT
- c. 12volt to 5 volt stepdown converter for TP link
- d. KVE 6mm solar cable with MC4 connections
- e. Two 12 volt 260 Amp hour AGM Solar Battery
- f. 10 mm squared battery cable with connectors
- g. The installation should include an anti-theft measure to prevent the installation being removed from the pole with ease
- h. Hik-vision 8 channel DVR with 1 tetra bite HD Drive
- i. Suitable 12/24 VDC switch /RB Mikrotik RB750G3 recommended
- j. Link into fibre optic cable (if specified)
- k. Microtech LTE LHG Data link (if specified)

C 3.7 Communication Interface

C 3.7.1 Local Area Network (LAN)

The local area network (LAN) in the dispatching Centre and to the substations shall be based on industrial fiber optical switches. Communication to the substation RTUs shall be via fiber in a ring topology. Failure of one fiber lag is not to cause communication failure.

Network switches shall have the following minimum functionality:

- Supports fast Ethernet 100 MBit/s.
- Support for SNMP and Web based management.
- Support for Ethernet networks in accordance with IEEE standard 802.3 using optical waveguide (F/O, single or/and multimode), in both line and ring structures.
- Plugged onto standard DIN-rail or 1U rack mount.
- Minimum five 10/100 Mbit/s twisted pair (TP/TX) ports (RJ45 connectors) and two backbone ports (100 Mbit/s Ports).
- It shall be possible to connect data terminal equipment or other network segments to the 10/100 Mbit/s ports using twisted pair cabling TP/TX.
- The ports shall support auto negotiation and autopolarity.
- The built-in control intelligence shall support redundant links between networks and automatic switchover if one route to a node should fail.

The scope of supply shall consist of all required hardware such as switches, termination boxes and pigtail cables all installed in a cabinet where applicable.

C 3.7.2 Remote Interface

Communication from the SCADA Master Station to substation RTUs shall take place over the fiber network using the IEC60870-5-104 protocol.

C 3.7.3 Software Maintenance

Software maintenance e.g., For Windows updates and system configuration back-ups a secure access point is required. This will be provided in the form of a Firewall and VPN connection from the employers IT system. This will be the only form of connection between the IT system and the SCADA Master Station. The standard procedure for updates and back-ups will be determined by the employer.

C 3.7.4 SCADA Configuration

For configuration of the system at any level, the system shall not be taken out of operation. During on-line configuration changes, the substation is to be supervised in the background.

The configuration of the SCADA Master Station HMI functions shall be done graphically based on well tested standard functions.

It shall be possible to configure the substation RTUs remotely over the same fiber network and locally at the RTU from a separate portable terminal.

C 3.8 Master Station Local Remote Terminal Unit

C 3.8.1 General

The RTU shall have modular design with the use of Rack mounted modules. The Rack mounted RTU shall be assembled in a free-standing cabinet.

It shall be possible at a later stage to easily expand the RTU for more I/O capacity, further communication lines or other functionality.

The equipment shall have front access for modules, electronic modules, terminal blocks, and switches. The electronic modules shall be labelled on the front.

The equipment shall be designed in such a way that in the event of a general failure in the power supply, leaving the RTU out of service, it shall not be necessary to send people to reinitialize the equipment after the recovery of the main source.

The hardware shall be designed for a service life of at least 15 years.

The RTU shall be a microprocessor-based modular unit, with modules in Standard European DIN rail or Rack format boards, which comply to the EMC conditions of IEC 60870-2-1.

It shall be possible to remove and replace faulty modules without the need of special tools.

C 3.9 Power Supply

The RTU must have suitable power supply modules having the following properties and functions:

- Dual power supplies shall be provided for redundancy.
- Potential isolation between inputs and outputs.
- Cooling by natural convection.
- Electronic power limitation.
- Short-circuit protection.
- Over voltage protection.
- Controlled load balancing.

- Alarm indication in case of failure.

C 3.10 Central Processing Units

The RTU shall provide a CPU board which is responsible for the main processing tasks and for the communication. The main tasks of the CPU board are:

- Managing and controlling of the I/O boards via the peripheral I/O bus
- Reading process events from the I/O boards
- Writing commands to the I/O boards
- Communication to control Centre and to subordinated devices.
- Managing of the time base and synchronizing the I/O boards

It shall be possible to fit more than one CPU with a 32-bit main processor depending on the application required. The RTUs shall be capable of unlimited data points.

The CPU shall be equipped with at least 64 Mbyte RAM-Memory and 128 Mbyte Flash/EEPROM Memory. The firmware and the configuration of the RTU shall be stored power-fail-save in the Flash/EEPROM Memory of the RTU. Programs and configurations shall not require reloading due to power outage. It must be possible to easily change or update the firmware to implement enhancements or change protocols.

The CPU board shall be equipped two Ethernet interfaces, which can both be used for SCADA communications and for the download of configuration or firmware files from a local or remote computer. It shall also be possible to transfer the configuration of an RTU to a local or remote computer. Via this interface it shall also be possible to perform a remote diagnosis of the RTU.

C 3.10.1. Data Archives

The RTU shall provide Data Archives in order to save data like system events from the RTU, process events, measuring values, pulse counter values. It shall be possible to store this information with a timestamp of 1ms resolution in the data archive which will be saved power-fail-save in the Flash/EEPROM memory of the RTU and not be erased in case of an outage of the power supply. The RTU shall be able to handle archive data and shall be protected against voltage loss.

The upload to a flash memory shall run automatically and the archive shall store the following data with time stamp:

- Process events of the RTU and connected subsystems (subordinate RTU's, IED's, protection relays)
- Virtual data points (e.g., calculated values of PLC function)
- User-login
- Commands
- System events and messages
- Analogue measured values
- Integrated totals (counter values)
- File archive.

The archives shall work as a cyclic buffer with configurable buffer sizes according to the project requirements.

The archive data shall be accessible via:

- Webserver, TCP/IP channel (remote, WAN/LAN)
- CSV export (text file)
- Via file transfer

C 3.11 Programmable Logic Capabilities

The RTU shall be provided with programmable logic capabilities supported by easy-to-use editor facilities. These facilities shall allow creation of programmable logic and computational algorithms for the RTU. The programmable logic capability shall enable the RTU to perform control functions such as closed loop analogue control, sequencing for equipment start-up and shutdown, automatic failover control, and other such functions typically performed by Programmable Logic Controllers (PLCs).

The programming methods shall comply with IEC 61131-3, the emerging international standard for programmable logic controllers in the following program languages:

- Function block diagram (FBD)
- Instruction List (IL)
- Structured Text (ST)
- Ladder Diagram (LD)
- Sequential Function Chart (SFC)

The PLC programs shall run parallel to the tele-control task, or on separate CPU central board used only for the PLC application.

PLC programs shall have access to all process signal value as well as the process signal qualifiers such as invalid time. PLC programs running distributed applications shall use the qualifiers for secure and safe operation.

PLC programs shall update the process signal values via the process data interface. The tele-control task shall be informed about changes and updates of the new output values either to the process output boards or via the communication line to the network control centers and sub-devices.

C 3.12 Communication

The communication interfaces should be capable of communication with subordinated devices like intelligent electronic devices (IEDs), digital protection relays, metering devices or subordinated RTUs. Different protocols shall be provided, including IEC 60870-5-101, IEC 60870-5-104, DNP 3 level 2, Modbus, Modbus TCP, IEC62056-21 and "IEC 61850".

The protocol DNP3 level 2 slave shall be certificated by an independent institute.

It shall be possible to provide back-up communication lines which takes over the communication to the control Centre in case of a failure in the primary communication line.

The RTU shall provide serial communication interfaces RS232 and RS485 as well as two RJ45 Ethernet interfaces. All communication interfaces shall be accessible on the front side of the CPU boards.

The RTU shall report its system and error states to the Control Centre by means of System Events.

The RTU shall provide remote diagnosis capabilities. It shall be possible to connect to the RTU from a remote computer in order to analyze the system and error status, check-up of the configuration or signal values of the RTU remotely, e.g., by means of a Webserver via LAN/WAN.

Secure remote access provided through a firewall and VPN connection via Internet shall be combined with authority privileges for the user for following activities:

- Monitoring the RTU-produced internal error messages.
- Monitoring and checking the RTU configuration and the status of all connected process signals.
- Checking the current version of the configuration file
- Uploading the archive files

C 3.13 Input and Output Process Interface

The process interfaces shall be located in the RTU. The connection to process signals shall be made by means of input and output rack modules. Each I/O board shall be equipped with its own microprocessor which takes over a part of the data processing, e. g. digital filter for binary inputs, threshold supervision for analog inputs, etc. The I/O boards shall also have their own times which are synchronized by the CPUs periodically via the I/O bus, in order to provide time stamping of events and analog values with an accuracy of +/-1ms.

The inputs shall be potentially isolated by the means of optical couplers. Direct connection to the input and output process signal voltages from 24-60VDC and 110VDC.....220VDC depending on the independent battery unit available for the SCADA system, without the need of interposing components shall be possible.

C 3.13.1 Binary Outputs

The binary outputs shall be galvanically isolated from the internal circuits via relay contacts. The RTUs shall be capable of handling the following types of output commands:

- Single bit command outputs
- Double bit command outputs
- Regulation step commands
- Set point command outputs (Analog set points and digital set points)

It shall be possible to mix different types of commands at the same binary output board (except analog set points, which are handled by analog output boards).

The commands may be executed in one or two step mode (select before operate sequence). The "Select Before Operate" mode shall decrease the residual error probability in command direction. An appropriate select acknowledge response shall be issued to the Control Centre prior to executing a control command. The selection of a point for control shall be cancelled if an Execute command is not received within a time period of 20seconds.

Object Command outputs (single bit and double bit command outputs) shall be possible as pulse commands in an adjustable pulse length from 0,1 to 25,5 seconds. Single commands shall also be possible as persistent outputs.

It shall be possible to limit the pulse duration of an object command to the runtime of the switching device (e.g., isolator). The run time end is recognized by the new position indication of the respective switching device. To prevent that the command is stopped before the new position is settled, a command release delay time shall be specified.

C 3.13.2 Binary Inputs

The state of power system switching devices, other indications and alarm points shall be monitored through dry contacts fed from the RTU. The RTUs shall be capable of handling single point inputs as well as double point inputs, represented by two sequential bits of the binary input board. The normal state of a double point input is a non-equivalent bit combination (10 or 01). An intermediate state (00) is given during the runtime of a device from one position to the other.

It shall be possible to mix different single and double inputs on one binary input board.

In order to reach a time resolution of time stamping of events of 1 millisecond, the binary input board shall read all its inputs periodically every millisecond.

Each binary input must have a digital filter in order to prevent ordinary contact bouncing. The digital filter is set by a parameter to specify how many milliseconds an input must be stable before it is accepted as a new signal stage.

To prevent a permanent transmission of indications which frequently change their state, an oscillation suppression must be available, which can be activated or deactivated per indication.

The binary inputs shall be isolated from the internal circuits by means of optic couplers.

The RTU shall also provide the possibility to acquire digital measured values, represented by 8 bits or 16 bits of a binary input board. The RTU shall handle conversions of binary data (BIN), binary coded decimals (BCD) and gray code.

The RTU shall automatically save pulse accumulator readings from metering devices. Each pulse accumulator input shall be represented by one binary input channel of the binary input board and shall have a resolution of 32 bit. It shall be possible to read pulses with a pulse frequency up to 25Hz.

MV Relay Capability

The same size relay the existing relays are to prevent any door cutout modifications.

It has to monitor the following;

- breaker statuses,
- isolator statuses,
- earth switch statuses,
- gas alarms,
- circuit breaker
- fail bus strip,
- spring charge etc.

Interlocking assurance to form part of the installation for correct operation of the plant.

Indications of malfunctioning on the following operations;

- The breaker is not able to close,
- Indicating alarms or
- Trips that are preventing the operator from operating the plant via the HMI (human machine interface).

The relay must have proper interlocking, monitoring and control to be done with a circuit breaker that has the following;

- coils,
- gas,
- statuses,
- motor for
- spring all wired to the protection relay.

Protocols:

IEC 61850 compliance

HV Relay Capability

Binary inputs for the relay must have;

- Transformer alarms
- Transformers differential protection

C 3.13.3 Analog Inputs

The RTU shall provide differential analog inputs for the acquisition of analog signals from measuring transducers. The following measuring ranges shall be available:

- +/- 2mA
- +/- 5mA
- +/- 10mA
- +/- 20mA
- +/- 40mA
- +/- 2Vdc
- 0...20Vdc

The resolution of the measurement shall be 12 bits + sign. The analog overall accuracy of the RTU shall comply to class A4 (Error <0,5%) of IEC 60870-4. Unstable input signals shall be smoothed to prevent too many updates. The smoothing factor shall be configurable.

It shall be possible to configure an analog dead band for each analog input point. The purpose of the analog dead band is to prevent noisy input signals from continuously reporting analog fluctuations within the RTU and to the control center. The RTU shall only report new analog values that exceed the dead band. Additionally, it shall be possible to configure background cycles for the transmission of analog values.

C 3.14 Description of Functions

C 3.14.1 Control and Supervision Application SCADA

For all the substations the following are typical signals to be controlled and supervised. The lists below serve as examples and are not exhaustive and shall only be used in that capacity. The full list of signals should conform to local Municipal requirements and be confirmed between the contractor and the employer:

Item	Transformers	Incomers	Feeders	Busbar Sections	Time Tagged
Circuit breaker status	DPI/DCO	DPI/DCO	DPI/DCO	DPI/DCO	x
Isolator status	DPI	DPI	DPI	DPI	x
Earthing switches status	DPI	DPI	DPI	DPI	x
Protection operation(s)	SPI	SPI	SPI	SPI	x
Voltage measurement	MFI	MFI	MFI	MFI	
Current measurement (per phase)	MFI	MFI	MFI	MFI	
Tap change Raise/Lower	RCO				
Tap position indication	STI				x
Tap change Manual/Auto command	DCO/SCO				x
Tap Change Manual/Auto Indication	DPI/SPI				x

Used abbreviations:

DCO = Double Command Output

SPI = Single Point Input

DPI = Double Point Input

MFI = Analog Measured value Floating Point

RCO = Regulation Command Output

STI = Step Position Input

SCO = Single Command Output

SCADA Functionality	Time Tag	Transformers	Incomers	Feeders	Bus Sections
CONTROLS (DIGITAL OUTPUTS).					
BREAKER OPEN		Required	Required	Required	Required
BREAKER CLOSE		Required	Required	Required	Required
TAP CHANGE RAISE/LOWER		Required			
TAP CHANGE MANUAL/AUTO		Required			
STATUS AND ALARMS (DIGITAL INPUTS)					
BREAKER OPEN	Required	Required	Required	Required	Required
BREAKER CLOSED	Required	Required	Required	Required	Required
EARTH SWITCH OPEN			Required	Required	Required
EARTH SWITCH CLOSED			Required	Required	Required
BREAKER SELECTED TOO LOCAL (OFF SUPERVISORY)			Required	Required	Required
BREAKER SELECTED TO MANUAL (OFF AUTO)			Required	Required	Required
BREAKER SPRING DISCHARGED			Required	Required	Required
OVERCURRENT OPERATED	Required		Required	Required	Required
HIGH SET OVER CURRENT OPERATED	Required		Required	Required	Required
SENSITIVE EARTH FAULT OPERATED	Required		Required	Required	Required
EARTH FAULT OPERATED	Required		Required	Required	Required
DIFFERENTIAL PROTECTION OPERATED	Required		Required	Required	

INTER TRIP RECEIVED	Required		Required	If equipped	
INTER TRIP SENT	Required		Required	If equipped	
BREAKER FAIL ISOLATED			Required	Required	Required
BREAKER FAIL PROTECTION TRIP	Required		Required	Required	Required
CLOSING DISABLED			Required	Required	Required
SF6 PRESSURE LOW			Required	Required	Required
"IEC 61850" COMMUNICATION FAIL	Required		Required	Required	Required
ARC PROTECTION TRIP	Required		Required	Required	Required
DIFFERENTIAL COMMUNICATION FAIL	Required		Required	Required	Required
BREAKER NOT HEALTHY	Required		Required	Required	Required
ISOLATOR OPEN	Required		Required	Required	Required
ISOLATOR CLOSED	Required		Required	Required	Required
PROTECTION FAIL	Required		Required	Required	Required
TAP CHANGE ON MANUAL/AUTO	Required	Required			
MEASUREMENTS (ANALOG INPUTS)					

C 3.15 Single Line Diagrams

C 3.15.1 Basic Functions

The supervision and control of the Substations shall take place via single line diagram pictures.

Each position of a switching object shall be represented by two binary indications. There shall be one for the **ON** position and one for the **OFF** position. Both positions shall be opposite to each other in the normal operation. If both indications are showing the ON position, an alarm shall be issued.

If both indications show the OFF position, this shall be interpreted as the "running" of the switch and the function "**Run Time Supervision**" shall be started. During the **Run Time Supervision**, all commands are

blocked. If the switch does not reach a normal state until the **Run Time Supervision** is timed out, an alarm is issued, the switch state is "undefined" and commands for other switches are allowed again.

The symbols of different switching objects, transformers etc. shall be available to be presented in the single line diagrams in at least in three sizes. It shall be possible to install objects both in horizontal and vertical direction.

Control of switching devices from the operator workplace shall be made via a control dialog. This control picture shall be automatically displayed when the switching device to be controlled is selected.

A call up of a control dialog shall be protected by authorization mechanism to prevent unauthorized control actions. The control dialogue shall further be coupled to the control hierarchy so that a control command to the same object cannot be output from two different workplaces at the same time.

Before a command is executed, the system shall check whether another command or switch is still executing, and whether the interlocking permits the execution of this command. Further, the existence of blocking conditions of the switches shall be checked.

Command execution Failure: If the switching supervision time has exhausted and no change of state of the corresponding switch has been detected, the command output shall reset.

The functions in the single line diagram pictures shall at least be the following:

1. Station
 - Updating of data from the stations to the SCADA CPU
 - Station blocking/unblocking
 - Local/remote handling
2. Bay
 - Updating of data from the bays to the SCADA CPU
 - Bay blocking/unblocking
 - Bay interlocking
3. Switching Devices
 - Breaker
 - Disconnecter
 - Three-state disconnecter
 - Earth switch
 - Rack In
 - Blocking/unblocking function
 - Auto-reclose lockout.
 - Trip tag
 - Reclose tag.
4. Measurements
 - Up to four measurements per measurement object
 - Minimum and maximum value presentation
 - Bar/unit presentation
 - Fast trend curve presentation
5. Transformer OLTC
 - Automatic and manual control mode operation
 - Configurable min./max. tap position
6. Common functionality included in all functions:
 - Alarm state.
 - Blockings
 - State settings.
 - Forced operation.
 - Operation counting
 - Object messages.

- Operation simulation function
- Authorization handling
- Help function available in all dialogs.

C 3.15.2 Busbar Connection Topology

The busbar coloring function shall provide dynamic coloring of the single-line diagram process picture.

The aim of busbar coloring function shall be to give the operator a quick overview of the actual connection topology state of the switchgear or the entire network. The operator shall be able, at a glance, to tell whether a busbar segment is earthed, energized or de-energized. This shall help to prevent incorrect switching operations even when switching operations have to be performed in stress situations.

Especially in large networks, the operator needs to know which bays are being supplied by which intake feeder (e.g., intake feeder, generators). Thanks to a better overview, undesired parallel switching of e.g., unsynchronized network parts shall be prevented, and the operator shall be able to react quicker to the loss of an intake or generator.

The main features of the bus bar coloring function shall be:

1. Fast recognition of infeed conditions
2. Energized, de-energized, earthed and unknown states are presented in different colors.
3. Multiple in-feeds to be distinguished by different colors.
4. Voltage levels to be distinguished by different colors.
5. Freely definable colors

C 3.15.3 Manual Setting of Object Status

If for some reason (e.g., during maintenance, communication disturbances or system expansion) no communication to the process is operative, the status of the concerned process object in the SCADA Master Station HMI shall be possible to be adjusted manually.

C 3.15.4 Alarming

C 3.15.4.1 Alarm Generation and Acquisition

Alarms can be generated on the following levels:

- In the switchgear
- In the NET, for the SCADA CPU system
- In the PCs

All alarms shall enter the system on their level of origin and are to be transmitted to the SCADA CPU system.

C 3.15.4.2 Alarm Handling and Display for SCADA

At Network Level, all alarms shall be printed out together with their time of origin and put into the alarm list. The alarm list shall be possible to be viewed on the SCADA HMI at any time. Alarm conditions shall be possible to show on the appropriate places within the process pictures or within special alarm overview pictures.

As minimum each and every SCADA HMI page shall in addition to the dedicated alarm overview picture such as alarm list have a snapshot of the latest alarms as an alarm row on the top of the page. It shall in the alarm row be possible to scroll the latest few alarms via a separate push button.

It shall be possible to suppress the registration and presentation of unwanted alarms.

It shall be possible to acknowledge alarms in the alarm row list. Alarms which are cancelled in the alarm list shall vanish if both the signals which caused the alarm, resets and if an acknowledgement has been made.

The difference between an acknowledged and a not acknowledged alarm shall be shown in the alarm list.

Each and every bay in the single line diagram shall have an alarm overview function. The bay alarm overview picture shall be capable of presenting the status and alarm priority of at least 8 group alarms per bay. It shall further be possible to view a bay alarm list and to acknowledge the alarms via the bay alarm overview function.

C 3.16 Measurand Handling

C 3.16.1 General

Measurands shall be recorded in the RTUs and the FRTUs and are to be transmitted to the SCADA CPU. With respect to the operator's place, there shall be the following categories of measurands:

- Measurands intended for display only are requested when the appropriate picture appears on the monitor.
- Measurands to be archived are requested cyclically.
- Measurands to be supervised for limit violations are set if the measured value has changed by a predefined value.

Measurands shall be scaled linearly, i.e., the internal measured values are transformed into process values in a linear way. It shall as well be possible to adjust for e.g., non-linear transducers via a non-linear scaling.

C 3.16.2 Limit values

It shall be possible to define two upper and two lower limits for every measurand, which can be changed by the operator on demand. Limit violations shall generate a warning or an alarm.

C 3.16.3 Presentation

The measurement shall be possible to present in the HMI of the SCADA CPU such as e.g., in the single line diagram pictures, trends and reports.

In the single line diagram picture of the SCADA HMI, the operator shall at the first glance only be presented with the most important measurements. Further measurements shall be possible to view upon the request by the operator, such as one by one measurements or all measurements simultaneously.

C 3.16.4 Measured Value Processing

The user interface shall provide easy to use dialogs to set the engineering attributes for the different types of processing in case the measurements have not been pre-processed by a system located closer to the process in the data flow chain:

- A raw measured analog value shall be possible to be converted and corrected to proper engineering units with third degree equation. Noise filtering shall be possible to be applied to show the essential changes in a noisy measurement.
- Digital inputs shall be possible to be inverted and there shall be a standard handling for bipolar binaries.
- Pulse inputs shall be converted to engineering units, its increase against time shall be calculated, e.g., to show instant power, and its integrated value in time shall be calculated, e.g., to show amount of energy.

C 3.17 Reporting

C 3.17.1 General

Historical data shall be stored on the SCADA Master PC. It shall be possible to generate various reports from the historical data.

It shall be possible to present reports in numbers, texts, bars, curves or tables. The data shall be processed and handled in a report database before presentation, or it can also be calculated at the moment of presentation.

Reports shall be possibly shown on a monitor screen and printed out on a printer. It shall be possible to obtain reports automatically, at a certain point of time, e.g., once a day or manually by means of function keys.

All reports shall be built as pictures in same ways as e.g., a single line diagram. Like ordinary pictures they shall contain static information as well as dynamic. A picture background shall be static while all values, time information etc. shall be dynamic information depicting the momentary state or historical values.

At least the following standard reports shall be available:

- Energy
- Power (Apparent, Active and Reactive)
- Current
- Voltage
- Frequency
- Temperature
- Load duration.
- Hourly with 3-minute resolution
- Daily with 15-, 30- and 60-minute resolution
- Weekly and monthly with 1-day resolution
- Yearly with 1-month resolution

It shall be possible to send the report data to standard software packages such as e.g., Microsoft Excel. It shall be possible to edit the raw data e.g., in the hourly report. Manually edited data shall be tagged. The tag shall at least include; when the editing took place, by whom and what was the original value.

The system shall include a special calendar function considering local public holidays.

C 3.17.2 Calculation and Storage

All data shall be calculated and stored in real time. The data shall be collected and calculated either at certain points of time or after certain events.

It shall be possible to collect and calculate data in the following ways:

- Time controlled; Initiation takes place at a predefined point of time or periodically, e.g., printing out a daily report every 24-h.

- Event-controlled; Initiation takes place when a defined event occurs e.g., a disturbance in the process.
- As a consequence of a calculated result or after fulfilling a condition.
- On operator's request.

C 3.17.4 Display

Browsing in the report shall be possible with arrow keys in a menu or by selecting a specific time according to the date. Non reliable or non-collected values shall be indicated with a specific symbol in the report. The values showed in the report columns shall have five digits without decimals.

It shall be possible for the operator to change collected values in daily reports. The corrected values shall be transferred automatically to other reports where the corrected value is used as raw data.

If, for some reason (i.e., disturbance in the communication system or maintenance activities) measurands have wrongly been saved, it shall be possible to manually make the corrections (fictitious measurand).

C 3.17.5 Operation Counting

The switching operation of the breakers shall be registered and counted on a per day basis by the SCADA system. If the number of operations per day exceeds a pre-defined value, an alarm shall be generated.

C 3.18 Trend Pictures

C 3.18.1 General

It shall be possible to show trend pictures in a tabular or curve diagram form. It shall be possible to present both analogue and binary inputs in the trends. The trend pictures shall have the capability to display direct measured values, mean values or peak values.

It shall be possible to present up to 10 values in one and the same display page.

The trend has to be stored for 10 days. It shall be possible to extend this value at a later stage depending on available hard disc space.

C 3.18.2 Sampling Principle

The trended values shall be sampled once per minute. It shall further be possible to make faster samplings upon special request in order to study certain specific events.

C 3.18.3 Display

It shall be possible for the operator to change the scale of both the time and the value axis. It shall also be possible for the operator to select switch on and off of each individual signal in a curve diagram as well make a selection for each signal if the presented value is measured, mean or peak.

C 3.19 Authorization Mechanisms

The SCADA software shall be provided with an authorization mechanism requesting the operator to use a username and a password in order to get access to certain functions.

The user logins and logouts shall be logged in e.g., an event list as well as printed out on printers in the same manner of event handling as a normal process event.

At least following levels of users shall be included in the system:

- **View level** for operators that only have access to view pictures but no access to e.g., control breakers.
- **Operator level** with access to view all pictures as well control of e.g., circuit breakers.
- **Installer level** with access to set relay protection parameters.
- **Engineering level** for users with access to the programming tools.
- **System Administrator level** with the access to define other users' access levels as well as adding on and removing users.

The authorization level shall automatically be reset to the lowest view level automatically e.g., after 30 minutes in the case that an operator has forgotten to log out of the system.

It shall be easy to adapt the user authorization structure in accordance to changes in the employer's organization.

C 3.19.1 Self-Supervision

The SCADA Master PC shall have built-in self-supervision that continuously monitors the state and security of the critical functions. Faults shall be notified either as events or as alarms. The resulting state of the system availability shall be displayed on the monitor at the SCADA system.

C 3.20 Project Engineering

C 3.20.1 Planning, Design and Engineering

In choice of equipment, special attention shall be paid to the universal use and suitability for final use. The use of the most common, commercially available equipment shall be preferred. Special attention shall be paid to reliability, availability and the certainty of deliveries from sub suppliers. The final wishes and demands by the employer shall always been considered.

The application programs implemented for this specific project shall be thoroughly tested in a factory acceptance test before final delivery to site.

C 3.20.2 Factory acceptance testing

A factory acceptance test is to be performed at least one month before the final shipment of the equipment to site.

Those functions that cannot be built in the factory for one reason or the other shall be simulated and tested as closely as possible in a manner corresponding to the final functioning.

The factory acceptance test shall include but not limited to the following aspects:

- Start-ups and shutdowns of the system
- Various kinds of faults and recovery of the system from the faults.

A detailed test report is to be written and submitted to the employer for acceptance. The factory acceptance test shall aim to achieve the testing of the system as close as possible to 100 %.

C 3.21 Documentation

The following documentation shall be provided as part of the tendering stage:

- Datasheets
- High Level Architecture block diagram

The successful bidder shall be required to provide comprehensive documentation covering the supplied SCADA Master station equipment:

- System Description
- Function Description
- Connections and Settings of hardware components
- Data Sheets
- Commissioning and Installation instructions
- User's Guides
- Communication solutions and Interfaces
- Circuit Diagrams in AutoCAD/ MicroStation format
- Approved Signal lists in EXCEL format

Each document shall have a document identity. Each change in a document shall be clearly marked. Each document series shall carry the identification of the project, employer and contents.

All the documentation shall be written in English Language in a clear and accurate manner. Documentation shall be provided for all hardware and software supplied in this project. Specific operator manuals shall as well be available in local language if the employer so wish.

The documents shall be delivered in three sets on paper and one set on a commercially readable electronical format preferably on CD ROMs.

C.3.22 Installation and commissioning

The supplier shall handle the installation, cabling and commissioning for all PCs, peripherals and the RTU.

The installation works shall be carried out in accordance with a predefined installation plan.

The scope of supply shall include a site acceptance test to be performed at the latest one week from the date the system has been successfully commissioned. The purpose of the site acceptance test is to verify that the system is fully installed and commissioned within the scope of supply. A site acceptance test report shall be written. If the employer does not approve the site acceptance test a new time for testing shall be agreed upon immediately. The aim shall be to arrange a new test within two weeks from the previous test.

The following requirements shall apply to the installation and commissioning of the SCADA system:

- a) Final end-to-end commissioning of the substation SCADA system to the Kouga Municipal Control Centre is included and will be done in conjunction with Kouga Municipality.
- b) All work referring to the Contractor in this specification shall be performed by Electrical Power System Protection and SCADA specialists. Curriculum Vitae (CVs) of the Protection and SCADA specialists must be provided.

C 3.23 Hand-over and warranty

The hand-over of the system to the employer shall take place at an approved site acceptance test. A hand-over document is to be prepared.

The scope of supply shall include a warranty period. The warranty shall guarantee that the system functions faultlessly and makes it possible to get a good use of the system. The warranty shall include:

- Maintenance of the system hardware and software for a period of one (1) year.

- Free of charge use of a remote programming and service connection as described below in order to correct possible faults and errors occurring after the site acceptance test.

After completion of the warranty period a meeting between the employer and the supplier is to be set-up in order to verify that the supplier has fulfilled all warranty obligations as previously agreed.

C 3.24 Training

Tenderers are required to submit the following recommendations:

- Full details of training courses available for hardware and software
- Proposed location/s for the training courses

For the tender purpose, it can be assumed that a total of three (3) engineers will be required to be trained on all the hardware and the software operation and maintenance aspects of the system (assumed to take at least 2 weeks). The cost of this training shall be included in the Contract Price.

Trained and experienced instructor shall further be able to conduct training in the local Language as follows.

The training shall consist of at least following modules:

- At least one day classroom training as an introduction to the system. This part of the training is to be conducted at an early as possible stage of the project.
- At least 1/2 day per operator training at site on the real system. This training module is to be conducted immediately after the system has been commissioned and to be repeated 6 months later as a follow up procedure.
- At least 1-day system maintenance and troubleshooting to be conducted.

C 3. 25 Pricing Schedule

- The tenderer will be required to offer rates for all items specified in the bill and must be able to offer all services as requested. The contract will be evaluated and awarded to a single Tenderer, therefor only service providers that can offer all required services as itemized will be accepted for further evaluation.
- It should be noted that the Municipality reserves the right to compare the rates offered with going market related prices of material and labor offered.
- The tender will be evaluated on the total price of all items multiplied by estimated quantities on all line items. If not quoted on all line items, the tender will be regarded as non-responsive.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

The Preferential Procurement Regulations, 2022 shall apply.

C3.3.1.2 Resources standard pertaining to targeted procurement

SANS1914-1:2002 Targeted Construction Procurement shall apply to this contract.

C3.3.2 SUB-CONTRACTING

No part of the Works may be sub-contracted without the written consent of the Engineer.

C3.3.2.1 Scope of mandatory subcontract works

Refer to C3.3.4.

C3.3.2.2 Preferred Sub-contractors/suppliers

Refer to C3.3.4.

C3.3.2.3 Subcontracting procedures

Where provisional sums or prime costs items have been provided in the Bills of Quantities, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R200 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Engineer. The evaluation of the quotations received must include a preference points system as described in F.3.11 of the Tender Data.

Where the monetary allowance is in excess of R200 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Engineer in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Engineer on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Engineer in consultation. The evaluation of the offers received must include a preference points system as described in F.3.11 of the Tender Data. The Contractor must satisfy him/herself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R200 000 or in excess of R200 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in clause 4.4.3 of the General Conditions of Contract.

C3.3.2.4 Attendance on Sub-contractors

The Contractor will be fully responsible for the programming, supervision and monitoring of all aspects of the work carried out by his subcontractors. Any costs associated with this activity shall be included in the tendered rates for the relevant items of work being carried out.

C3.3.2.5 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the Contractor qualified for, it is recognised that sub-contracting is an integral part of construction, which the General Conditions of Contract (Clause 4.4) make provision for.

In order, however, to ensure that not more than 25% of the value of the contract is not sub-contracted to sub-contractors that do not qualify for at least the preference points that the Contractor qualified for, the contractor shall submit to the Engineer, on a monthly basis, a B-BBEE Sub-contract Expenditure Report. The format of this report is as per the relevant part of SANS 1914.

The Contractor shall submit to the Engineer documentary evidence (either an original valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2022) of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Engineer, a sub-contractor shall be deemed to be a non-compliant contributor.

The contractor shall furthermore, on the written request of the Engineer, provide documentary evidence showing the value of work sub-contracted to any or all the sub-contractors employed by the Contractor.

C3.3.3 PARTICIPATION OF TARGETED LABOUR

C3.3.3.1 Minimum targeted labour contract participation goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at the alleviation of poverty through the creation of employment opportunities, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour-intensive construction methods in order to provide unskilled and semi-skilled employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The Contractor shall note that the Employer is committed to local Emerging Enterprise development and this forms part of this.

The sub-contracting of work is required for all CIDB-related projects in the following ranges:

- a) R 5M >, but < R 10M requires Bidder to sub-contract 10% of the value of the project
- b) R 10M >, but < R 15M requires Bidder to sub-contract 15% of the value of the project
- c) R 15M >, but < R 20M requires Bidder to sub-contract 20% of the value of the project
- d) R 20M >, but < R 25M requires Bidder to sub-contract 25% of the value of the project
- e) R 25M > requires Bidder to sub-contract 30% of the value of the project

The sub-contracting value will be based on the estimated value of the project either determined by the director or project manager. Where the successful bidder's price falls within any other range, the sub-contracting range included in the Bid Document will be applied.

The municipality may include sub-contracting for any other none CIDB related project as may be requested by the Director of the Department to promote local development.

Community Based Suppliers or service providers/ward-based suppliers or service providers must be considered for subcontracting by the main contractor. The first preference for subcontracting must be given to community or ward-based suppliers of that particular ward where the project is taking place. If the required skill or expertise is not available from the ward / area where the project is taking place, the main contractor is permitted to accept service providers or suppliers within the KLM jurisdiction. Those service provider or suppliers would then contract directly with the main contractor.

The specified minimum targeted labour contract participation goal (CPGL) for this project is **10%**.

The minimum CPGL is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Engineer to do so, submit details of his/her plan to achieve the minimum CPGL.

C3.3.3.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“Target area” means the geographical area of the **Kouga Local Municipality** boundaries.

“Targeted labour contract participation goal (CPGL)” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“Targeted labour” means unskilled and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“Threshold value” is the industry relevant sectoral minimum wage determined in accordance with the Basic Conditions of Employment Act, No. 75 of 1977.

“Value of the contract” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

C3.3.3.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified by the Community Liaison Officer, who shall establish a list of suitable candidates, from which the Contractor shall make his/her final selection. The contractor shall enter written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Engineer.

C3.3.3.4 Contract participation goal credits

Credits towards the achieving the minimum CPGL shall be granted by converting the total monetary value of wages paid to targeted labour to a percentage of the value of the contract. No credits shall be accorded should the contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in

respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

In addition to the forms required for contract administration (the Project Labour Report and Targeted Labour Contract Participation Expenditure Report, in particular), the Contractor shall furnish the Engineer with written proof that employment contracts entered into with targeted labour have been concluded, as well as evidence of payments to the such labour in the form of copies of payslips or payroll runs.

C3.3.3.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

C3.3.3.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPGLS} - \text{CPGLA}) \times P^*$$

Where CPGLS = the specified minimum targeted labour contract participation goal (expressed as a percentage)

CPGLA = the targeted labour contract participation goal achieved (expressed as a percentage)

P* = the value of the contract.

Penalties will be calculated and deducted in each monthly payment certificate, on a cumulative basis, up to a maximum of **2%** of the Value of the contract, as defined.

C3.3.4 PARTICIPATION OF TARGETED ENTERPRISES

C3.3.4.1 Minimum targeted enterprises contract participation goal

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract with reference to C3.3.3.1.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPGE) is **10%**.

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPGE.

C3.3.4.2 Definitions

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

“Target area” means the geographical area of the Kouga Local Municipality boundaries.

“Targeted enterprises contract participation goal (CPGE)” means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“Targeted enterprises” means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or Small Medium Micro Enterprise (SMME) sub-contractor registered with the Construction Industry Development Board with a contractor grading designation up to and including 4 in a relevant class of construction work, and which has its base of operations in the target area.

“Value of the contract” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

C3.3.4.3 Achieving the contract participation goal

The contractor may achieve the specified minimum CPGE as follows:

- by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Engineer to do so, submit details of his/her plan to achieve the minimum CPGE.

C3.3.4.4 Contract participation goal credits

Credits towards achieving the minimum CPGE shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor’s sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- conditions which are more onerous than those that exist in the prime contract (this contract);
- payment procedures based on a pay when paid system;
- authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

If a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher-level sub-contract shall be granted as credit towards achieving the specified minimum CPGE.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Engineer, upon written request,

with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

C3.3.4.5 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPGES} - \text{CPGEA}) \times P^*$$

Where CPGES = the specified minimum targeted enterprises contract participation goal (expressed as a percentage)

CPGEA = the targeted enterprises contract participation goal achieved (expressed as a percentage)

P* = the value of the contract.

Penalties will be calculated and deducted in each monthly payment certificate, on a cumulative basis, up to a maximum of **10%** of the Value of the contract, as defined.

C3.3.5 REPORTING

The Contractor shall prepare reports in line with SANS 1914, and submit with each monthly statement for payment, the following updated return :

- Sub-contract Expenditure Report
- Project Labour Report
- Targeted Labour Contract Participation Expenditure Report
- Targeted Enterprise Contract Participation Expenditure Report

The Project Labour Report must include details of all labour (including that of sub-contractors) employed from within the target area on this contract in the month in question.

C5 ANNEXURES

Annexure A	Locality Plan
Annexure B	Contract Name Board
Annexure C	1. Site Specific Baseline Risk Assessment 2. Site-Specific Health and Safety Specification
Annexure D	Environmental Management Procedures

ANNEXURE A

LOCALITY PLAN

ANNEXURE B

CONTRACT NAME BOARD

ANNEXURE C

C1. SITE SPECIFIC BASELINE RISK ASSESSMENT

C2. SITE-SPECIFIC HEALTH AND SAFETY SPECIFICATION

ANNEXURE D

ENVIRONMENTAL MANAGEMENT PROCEDURES