

TENDER NO. 04/2024-2025T



TENDER DOCUMENT (VOLUME 1)

FOR THE

ELECTRIFICATION OF HOUSEHOLDS IN MOUNTAIN VIEW

ISSUED BY:	For official use:
Supply Chain Management Office Senqu Municipality 19 Murray Street, Lady Grey, 9755 Private Bag X 003, Lady Grey, 9755 Tel: 0516030019 Fax: 0516030445 e-mail: info@senqu.gov.za	SIGNATURES OF MUNICIPALITY OFFICIALS AT TENDER OPENING
	1.
	2.
	3.

JANUARY 2025

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	

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(1) GENERAL TENDER INFORMATION		
TENDER DETAILS		
Tender advertising date	24 January 2025	
Tender closing date	17 February 2025	
Tender closing time	12H00	
Estimated CIDB contractor grading designation	It is estimated that bidders should have a CIDB contractor grading of 3EP or higher.	
Technical contact person	Ms. M Khaoli 051 430 1321 mosak@thewo.co.za	
SCM contact person	Mr. N. Ngwenya 051 – 603 1300 / 1303 ngwenyan@senqu.gov.za	
CLARIFICATION MEETING		
Nature of meeting	Compulsory Bidders must bring printed copy of the tender document for signature of the Consultant and Municipal Staff member on schedule 16H page 75	X
Date and time of meeting	4 th of February 2025	
Venue of Meeting	Sterkspruit, Bhunga Hall, 11am.	
TENDER SUBMISSION DETAILS		
Tender box address	Senqu Municipality, 19 Murray Street, Lady Grey	
Tender submission process	<p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents 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 tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.</p>	

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(2) TENDER NOTICE AND INVITATION TO TENDER



SENQU LOCAL MUNICIPALITY

INVITES YOU TO SUBMIT AN OFFER FOR THE FOLLOWING TENDER:

TENDER NUMBER:	04/2024-2025T
TENDER TITLE	Electrification Of Households in Mountain View
CLOSING DATE	17 th of February 2025
CLOSING TIME	12h00
ADDRESS OF MUNICIPALITY	Senqu Municipality, 19 Murray Street, Lady Grey
DATE OF CLARIFICATION MEETING	4 th of February 2025
NATURE OF CLARIFICATION MEETING	Compulsory. Bidders must bring printed copy of the tender document for signature of the Consultant and Municipal Staff member on schedule 16H page 75. Failure to obtain these signatures will lead to non-compliance of Tender requirement and tender document disqualification.
TIME OF CLARIFICATION MEETING	11am
VENUE OF CLARIFICATION MEETING	Sterkspruit, Bhunga Hall. Next to Senqu municipal Office
CIDB REQUIREMENTS	It is estimated that bidders should have a CIDB contractor grading of 3EP or higher.
TECHNICAL ENQUIRIES	Ms. M Khaoli 051 430 1321 mosak@thewo.co.za
SCM ENQUIRIES	Mr. N. Ngwenya 051 – 603 1300 / 1303 ngwenyan@senqu.gov.za
TENDER VALIDITY PERIOD	84 days

The maximum points for this bid are allocated as follows:

	<u>POINTS</u>
<u>PRICE</u>	<u>80</u>
<u>SPECIFIC GOALS</u>	<u>20</u>
<u>Points for historically disadvantaged persons by unfair discrimination based on race, gender, or disability</u>	<u>10</u>
<u>Points for Locality (Domiciled in the Senqu Local Municipality)</u>	<u>10</u>
<u>Points for Locality (Domiciled in the Joe Gqabi District Municipality)</u>	<u>5</u>
<u>Points for Locality (Domiciled in the Eastern Cape Province)</u>	<u>2</u>
<u>Points for Locality (Domiciled outside the Eastern Cape Province)</u>	<u>0</u>
<u>Total points for Price and specific coals must not exceed</u>	<u>100</u>

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Tenders may only be submitted on the bid documentation provided by the municipality. The completed original tender document and all supporting documentation shall be placed in a single sealed envelope clearly marked with the name and address of the tenderer, the tender number and title, and the closing date indicated on the envelope, together with a CD/USB Flash Drive and deposited in the tender box at the address, and by the date and time stated above. No faxed or e-mailed documents will be accepted. The Senqu Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender. Tenders will be opened in public as soon as practical after the closing time.

Tender documents can be obtained at a non-refundable tender fee as stated above from the Senqu Municipality Supply Chain Management Offices at the address stated above. Tender documents are available during office hours on Monday to Friday 08:00 – 15:30. Alternatively, documents will be available on the municipal the website <http://www.senqu.gov.za>.

Payments for document must be made by cash or bank deposit payable to the Senqu Municipality. Bank account details are: **Account Holder:** Senqu Municipality, **Bank:** Standard Bank, **Account number:** 280 631 308, **Branch:** Lady Grey, **Branch code:** 820, **Reference number:** the tender number as stated above. The tender document is also available in electronic format and may be e-mailed to interested service providers.

Tender enquiries can be made to the parties as stated above.

A clarification meeting as stated above will be held on the date and time at the venue stated above.

Tenders must be compliant with all bid requirements stated in the tender document. Bidders are specifically referred to the requirements of the Preferential Procurement Regulations, 2022, including but not limited to pre-qualification criteria, functionality, eligibility, statutory, local content, compulsory sub-contracting, other objective, and price and preference criteria **as stated in the tender document**. If applicable, only locally produced, or manufactured goods meeting the stipulated minimum threshold for local production and content, will be considered. Tenderers' attention is drawn to the registration requirements in the tender documents in respect of registration on the municipal supplier database, Central Suppliers' Database, Construction Industry Development Board (if applicable), etc.

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(3) CONDITIONS OF TENDER

3.1	General
3.1.1	Actions
3.1.1.1	<p>The Senqu Municipality (SM) 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 these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.</p> <p>The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the SM's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the SM adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the SM's website.</p> <p>Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the SM of any other remedies available to it as described in the SCM Policy.</p>
3.1.1.2	The SM, the tenderer and 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 SM shall declare any conflict of interest to the SM 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.
3.1.1.3	The SM shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.
3.1.2	Interpretation
3.1.2.1	The additional requirements contained in the returnable documents are part of these Conditions of Tender.
3.1.2.2	These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.
3.1.2.3	<p>For the purposes of these conditions of tender, the following definitions apply:</p> <p>a) Works Order Contract Document means the documents that formally reflects the scope, quantum, value, delivery period, delivery details, and all other relevant terms and conditions impacting the execution of the works order and / or assignment.</p>
3.1.3	<p>Communication during tender process</p> <p>Verbal or any other form of communication, from the SM, 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 SM, <u>unless communicated by the SM in writing to suppliers by its Bid Specification Committee or his nominee.</u></p> <p>All communications must be directed to the persons as stated in the General Tender Information.</p>
3.1.4	The SM's right to accept or reject any tender offer
3.1.4.1	The SM may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The SM may, prior to the award of the tender, cancel a tender if:
	<p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received; or</p> <p>(d) there is a material irregularity in the tender process; or</p>

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	<p>(e) the parties are unable to negotiate market related pricing.</p> <p>The SM shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.</p>								
3.1.5	Procurement procedures								
3.1.5.1	<p>General</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Region</th> <th style="width: 50%;">Work Areas</th> </tr> </thead> <tbody> <tr> <td>Senqu Municipality</td> <td>Sterkspruit, Ward 10</td> </tr> </tbody> </table> <p>For the purposes of this tender, commodity groupings have been identified and are outlined in the table below.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">Commodity Grouping</th> <th style="width: 40%;">Pricing Schedule References</th> </tr> </thead> <tbody> <tr> <td>Electrification</td> <td>Refer to Bill of Quantities</td> </tr> </tbody> </table> <p>Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.</p> <p>The SM intends to appoint a single tenderer for the allocation of work. If insufficient responsive bids are received, the SM reserves the not to appoint a tenderer at all.</p> <p>The contract period shall be for a period of 4 months from the commencement date of the contract.</p>	Region	Work Areas	Senqu Municipality	Sterkspruit, Ward 10	Commodity Grouping	Pricing Schedule References	Electrification	Refer to Bill of Quantities
Region	Work Areas								
Senqu Municipality	Sterkspruit, Ward 10								
Commodity Grouping	Pricing Schedule References								
Electrification	Refer to Bill of Quantities								
3.1.5.2	<p>Proposal procedure using the two stage-system</p> <p>N/A</p>								
3.1.5.3	<p>Nomination of Alternative Bidder</p> <p>Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the SM may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.</p>								
3.1.6	Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court								
3.1.6.1	Disputes, objections, complaints and queries								
	<p>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):</p> <p>Persons aggrieved by decisions or actions taken by the SM in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.</p>								

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<p>3.1.6.2</p>	<p>Appeals</p> <p>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 SM, 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.</p> <p>An appeal must contain the following:</p> <ul style="list-style-type: none"> 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 <p>The relevant SM appeal authority must consider the consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.</p>
<p>3.1.6.3</p>	<p>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</p> <p>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 (PAJA) and Promotion of Access to Information Act (PAIA).</p>
<p>3.1.6.4</p>	<p>All requests referring to sub clauses 3.1.6.1 to 3.1.6.3 must be submitted in writing to:</p> <p>The Municipal Manager</p> <p>Via hand delivery at: Senqu Municipality, 19 Murray Street, Lady Grey Via post at: Private Bag X003, Lady Grey, 9755 Via fax at: 051 603 0445 Via email at: mawongan@senqu.gov.za</p>
<p>3.1.7</p>	<p>Senqu Municipality Town Supplier Database Registration</p> <p>Tenderers are required to be registered on the SM 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.</p> <p>Tenderers who wish to register on the SM's Supplier Database may collect registration forms from the Senqu Municipality at 19 Murray Street, Lady Grey (Tel 051 603 0019).). Registration forms and related information are also available on the SM's website by following the link alongside – https://www.senqu.gov.za/supplier-registration-forms/.</p> <p>It is each tenderer's responsibility to keep all the information on the SM Supplier Database updated.</p>
<p>3.1.8</p>	<p>National Treasury Web Based Central Supplier Database (CSD) Registration</p> <p>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.</p> <p>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.</p> <p>It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.</p>
<p>3.2</p>	<p>Tenderer's obligations</p>

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3.2.1	Eligibility Criteria
3.2.1.1	Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.
3.2.1.1.1	<p>Submit a tender offer</p> <p>Only those tender submissions from which it can be established that a clear, irrevocable, and unambiguous offer has been made to SM, by whom the offer has been made and what the offer constitutes, will be declared responsive.</p>
3.2.1.1.2	<p>Compliance with requirements of SM SCM Policy and procedures</p> <p>Only those tenders that are compliant with the requirements below will be declared responsive:</p> <ul style="list-style-type: none"> a) A completed Compulsory Enterprise Questionnaire to be provided (applicable schedule to be completed); b) 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); c) 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 (applicable schedule to be completed); d) A copy of the partnership / joint venture / consortium agreement to be provided. e) A completed Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed); f) 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); g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy, h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS; i) The tenderer is not an advisor or consultant contracted with the SM whose prior or current obligations creates any conflict of interest or unfair advantage, j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee; k) A completed Municipal Accounts' Status schedule to be provided and which does not indicate any details that prevents the award of the tender based on the conditions contained thereon (applicable schedules to be completed); l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time; <ul style="list-style-type: none"> a) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.
3.2.1.1.3	<p>Compulsory clarification meeting</p> <p>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.</p> <p>Details of the meeting(s) are stated in the General Tender Information.</p> <p>Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.</p>

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3.2.1.1.4

Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

CRITERIA		MAXIMUM POINTS
1.	Construction Program; Cash flow and Reference to BOQ	20
2.	Previous Experience	25
3.	SHEQ Plan	5
4.	CV and Organogram of project related staff	20
5.	Plant and equipment for project (Drilling rig requirement)	30
TOTAL POINTS		100

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

Where the entity tendering is a Joint Venture, Consortium, or reliant upon sub-contractors, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the tendering entity.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

The following criteria will be used to calculate points for functionality of Service providers tender offers, and Service providers must ensure that they submit all information and required evidence to be evaluated in terms of functionality on the criteria mentioned in table 1 below:

Item	Description	Points Allocation	Point Eligibility
1. Construction Program; Cash flow and Reference to BOQ	Issuing of a 4-month completion construction program inclusive of cash flow and reference to bill of quantity	20	Submission of valid 4-month construction program inclusive of cash flow and reference to bill of quantities 20 points. Issuing of construction program only 10 points. Issuing of cash flow only 5 points. No submission 0 points.

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	2. Previous Experience	Relevant previous experience on similar projects	25	Completion certificate for each project is required. 1 to 4 projects = 15 points. 5 to 9 projects = 20 points. 10 and above projects = 25 points.
	3. SHEQ Plan	A comprehensive SHEQ plan to be submitted with 4-month construction program	5	Plan submitted 5 points No submission 0 points
	4. CV and Organogram of project related staff	A comprehensive list of MV and LV Registered electricians and Linesmen with certificate (Certified) for tie in of Electrification infrastructure and overall inspection of works.	20	MV Registrations and LV Registrations Certification 2 registered staff 10 points. 3 registered staff 15 points. 5 registered staff 20 points.
	5. Plant and equipment for project (Drilling rig requirement)	Hard rock drilling rig with operator is requirement for project and all relevant plant for project of this nature.	30	Proof of ownership or lease agreement of drilling contractor complete with operator inclusive of crane truck and bucket and operator 30 points. Proof of ownership of relevant plant i.e. 5 Ton Truck complete with bucket crane ownership or lease agreement 10 points. No Submission 0 Points
	Total Points		100	

3.2.1.1.5 Local production and content

The SM promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

Note: All to be listed including the date that the relevant Sector became effective.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the SM are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

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	<p>Further details of designated sectors are available on http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/ and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx.</p> <p>In addition to the above:</p> <p>The supplier shall study the terms and conditions as stated in the Local Content Declaration / Annexure C returnable schedule.</p> <p>The stipulated minimum threshold percentages for local production and content for the Electrical products sector (“the designated sector”) is 100% and will include all sub-sectors from the applicable National Treasury Instruction Note.</p> <p>Only tenders with locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will be considered.</p> <p>If the raw material or input to be used for a specific item is not available locally, suppliers should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and email tmakube@thedtic.gov.za) should there be a need to import such raw material or input.</p> <p>A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.</p> <p>The SM is obliged and must ensure that contracts for the Electrical products are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the SM SCM Policy.</p> <p>A bid will be declared non-responsive / disqualified if the Declaration Certificate for Local Production and Content and Annex C as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid. Bid will also be declared non-responsive if any line item on Annexure C indicates a local content percentage that is lower than the stipulated thresholds.</p> <p>For further information relating to the local production and content legislation, suppliers may refer to website http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/ <u>or may</u> contact the local content helpline at telephone number (012) 394 1435. Alternatively, bidders may contact the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 5598 and e-mail CMatidza@thedti.gov.za,..</p>
3.2.1.1.6	<p>Pre-qualification criteria for preferential procurement N/A</p> <ul style="list-style-type: none"> • 30% of contract amount must be subcontracted to EME or QSE, emerging contractors and expenditure reported on monthly basis on EPWP specifications. • Subcontracting arrangements must be entered into after appointment. • Labour component of SMME expenditure is 6% of the total 30% expenditure according to the following specification (of the 6% labour 3% should comprise of woman labour and 3% should comprise of youth) to be reported on monthly
3.2.2	<p>Cost of tendering</p> <p>The SM will not be liable 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.</p>

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3.2.3	<p>Check documents</p> <p>The documents issued by the SM for the purpose of a tender offer are listed in the index of this tender document.</p> <p>Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the SM at once to have the same rectified.</p>
3.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the SM only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
3.2.5	<p>Reference documents</p> <p>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.</p>
3.2.6	<p>Acknowledge and comply with notices</p> <p>Acknowledge receipt of notices to the tender documents, which the SM may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the SM can show proof of transmission thereof via electronic mail, facsimile or registered post.</p>
3.2.7	<p>Clarification meeting</p> <p>Attend, where required, a clarification meeting at which tenderers 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.</p> <p>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.</p>
3.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the SM at least one week before the closing time stated in the General Tender Information, where possible.</p>
3.2.9	<p>Pricing the tender offer</p>
3.2.9.1	<p>Comply with all pricing instructions as stated on the Price Schedule.</p>
3.2.10	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the SM in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
3.2.11.2	<p>Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the SM.</p>
3.2.12	<p>Submitting a tender offer</p>
3.2.12.1	<p>Submit one tender offer only on the original tender documents as issued by the SM, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the SM together with all Returnable Schedules duly completed and signed will be declared responsive.</p>
3.2.12.2	<p>Return the entire document to the SM after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p>

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3.2.12.3	<p>Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.</p> <p>1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:</p>								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%; text-align: center;">Part</th> <th style="text-align: center;">Heading</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">4</td> <td>Pricing Schedules</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Supporting Schedules</td> </tr> <tr> <td></td> <td>All other attachments submitted by bidder</td> </tr> </tbody> </table>	Part	Heading	4	Pricing Schedules	9	Supporting Schedules		All other attachments submitted by bidder
Part	Heading								
4	Pricing Schedules								
9	Supporting Schedules								
	All other attachments submitted by bidder								
3.2.12.4	<p>Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.</p>								
3.2.12.5	<p>Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions 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 SM’s address and identification details stated in the General Tender Information, as well as the tenderer’s name and contact address.</p>								
3.2.12.6	<p>Seal the original tender offer and copy packages together in an outer package that states on the outside only the SM’s address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 3.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY” in addition to the aforementioned tender submission details.</p>								
3.2.12.7	<p>Accept that the SM shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.</p>								
3.2.12.8	<p>Accept that tender offers submitted by facsimile or e-mail will be rejected by the SM, unless stated otherwise in the tender conditions.</p>								
3.2.12.9	<p>By signing the offer part of the Form of Offer (Section 2, Part A) the tenderer warrants that all information provided in the tender submission is true and correct.</p>								
3.2.12.10	<p>Tenders must be properly received and deposited in the designated tender box on or before the closing date and before the closing time (as detailed on the General Tender Information page of this tender document)</p>								
3.2.12.11	<p>The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled List of Other Documents Attached by Tenderer.</p>								
3.2.13	<p>Information and data to be completed in all respects.</p> <p>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 SM as non-responsive.</p>								
3.2.14	<p>Closing time</p> <p>12pm</p>								
3.2.14.1	<p>Ensure that the SM receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.</p>								

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3.2.14.2	Accept that, if the SM extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
3.2.14.3	Accept that, the SM shall not consider tenders that are received after the closing date and time for such a tender (late tenders).
3.2.15	Tender offer validity and withdrawal of tenders
3.2.15.1	Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the SM at any time for a period of 90 days after the closing date stated on the front page of the tender document.
3.2.15.2	Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of three (3) months after the expiry of the original validity period, unless the SM is notified in writing of anything to the contrary by the bidder.
3.2.15.3	<p>A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the SM after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:</p> <ul style="list-style-type: none"> a) it shall be liable to the SM for any additional expense incurred or losses suffered by the SM in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender; b) the SM shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the SM shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.
3.2.16	<p>Clarification of tender offer, or additional information, after submission</p> <p>Provide clarification of a tender offer, or additional information, in response to a written request to do so from the SM during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p> <p>This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the SM elect to do so.</p> <p>Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the SM's written request may render the tender non-responsive.</p>
3.2.17	Provide other material
3.2.17.1	<p>General:</p> <p>Provide, on request by the SM, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the SM for the purpose of the evaluation of the tender. 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 SM's request, the SM may regard the tender offer as non-responsive.</p>

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3.2.17.2	<p>Provide, on written request by the SM, where the transaction value inclusive of VAT exceeds R 10 million:</p> <ul style="list-style-type: none"> a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing; b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.</p>
3.2.17.3	<p>Municipal Accounts:</p> <p>In addition to the conditions stated in 3.2.1.1.2.k of these tender conditions, tenderers further undertake to fully cooperate with the SM in the provision of appropriate and valid information and / or evidence to enable the SM to determine whether the entity and its directors / members / partners has any municipal arrears greater than 90 days. The SM reserves its rights to make additional enquiries in this regard, with the bidding entity or any municipality or municipal entity.</p>
3.2.18	<p>Samples, Inspections, tests and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.</p> <p>If the Specification requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.</p> <p>If such samples are not submitted as required in the bid documents or within any further time stipulated by the SM in writing, then the bid concerned may be declared non-responsive.</p> <p>The samples provided by all successful bidders will be retained by the SM for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the SM may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated SM Official to collect their samples, save in the aforementioned instances where the samples would not be returned.</p>
3.2.19	<p>Certificates</p> <p>The tenderer must provide the SM with all certificates as stated below:</p>

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3.2.19.1	<p>Broad-Based Black Economic Empowerment Status Level Documentation</p> <p>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 SM with the tender submission.</p> <p>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.</p> <p>Tenderers are further referred to the content of the Preference Points Claim Form for the full terms and conditions applicable to the awarding of preference points.</p> <p>The applicable code for this tender is the Amended Codes of Good Practise (Generic Scorecard) unless in possession of a valid sector certificate.</p> <p>The tenderer shall indicate on the Preference Points Claim Form the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).</p>
3.2.19.2	<p>Evidence of tax compliance</p> <p>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 subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the tenderer to provide its Tax Compliance Status PIN number on the Compulsory Enterprise Questionnaire pages of the tender submission.</p> <p>Each party to a Consortium/Joint Venture shall separately submit this information.</p> <p>Before making an award the SM must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the SM, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the SM via CSD or e-Filing. The SM should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein and it status on the SARS system remains non-compliant.</p> <p>Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the Compulsory Enterprise Questionnaire pages of the tender submission, are not required to register for a tax compliance status with SARS.</p>
3.2.20	<p>Compliance with Occupational Health and Safety Act, 85 of 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. 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.</p> <p>In this regard the Tenderer shall submit upon written request to do so by the SM, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.</p>

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3.2.21	<p>Claims arising from submission of tender</p> <p>The tenderer warrants that it has:</p> <ul style="list-style-type: none"> 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 himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract. c) visited the site(s) where delivery of the proposed goods 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 himself 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 SM to clarify the actual requirements of anything 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 SM's Supply Chain Management Policy. <p>The SM will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.</p>
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3.3	The SM's undertakings
3.3.1	Respond to requests from the tenderer
3.3.1.1	Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.
3.3.1.2	The SM's representative for the purpose of this tender is stated on the General Tender Information page.
3.3.2	<p>Issue Notices</p> <p>If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The SM reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the SM may grant such extension and, shall then notify all tenderers who drew documents.</p> <p>Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the SM can show proof of transmission thereof via electronic mail, facsimile or registered post.</p>
3.3.3	Opening of tender submissions
3.3.3.1	<p>Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.</p> <p>Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.</p>

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3.3.3.2	Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices and the preferences indicated.
3.3.3.3	Make available a record of the details announced at the tender opening meeting on the SM's website.
3.3.4	Two-envelope system Not Applicable
3.3.4.1	Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.
3.3.4.2	Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.
3.3.5	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 and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
3.3.6	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.
3.3.7	Test for responsiveness
3.3.7.1	Appoint a Bid Evaluation Committee and determine after opening 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.
3.3.7.2	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 SM's opinion, would: a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in b) the Specifications, c) significantly change the SM's or the tenderer's risks and responsibilities under the contract, or d) 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 any material deviation or qualification. The SM reserves the right to accept a tender offer which does not, in the SM's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.
3.3.8	Arithmetical errors, omissions, discrepancies and corrections of rates

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3.3.8.1	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the Price Schedule; or c) arithmetic errors in: <ul style="list-style-type: none"> i. line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or ii. the summation of the prices; or iii. calculation of individual rates.
3.3.8.2	<p>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. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> 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. <p>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.</p>
3.3.8.3	<p>In the event of tendered rates or lump sums being declared by the SM 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 SM 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.</p> <p>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 SM, but this shall be done without altering the tender offer in accordance with this clause.</p> <p>Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the SM, the SM may declare the tender as non-responsive.</p>
3.3.9	<p>Clarification of a tender offer</p> <p>The SM may, after the closing date, request additional information or clarification from tenderers, 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, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Bid Evaluation Committee using any means as appropriate.</p>
3.3.10	<p>Evaluation of tender offers</p>
3.3.10.1	<p>General</p>
3.3.10.1.1	<p>Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.</p>

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3.3.10.1.2	<p>For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:</p> <ol style="list-style-type: none"> a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages. b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one. c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders. d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the SM will check all quoted rates against those supplied by its own bank). e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one. f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).
3.3.10.1.3	<p>Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.</p>
3.3.10.2	<p>Decimal places</p> <p>Score financial offers, preferences, and functionality, as relevant, to two decimal places.</p>
3.3.10.3	<p>Scoring of tenders (price and preference)</p>
3.3.10.3.1	<p>Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum / amount as set out in the Price Schedule (Part 6).</p>
3.3.10.3.2	<p>Points for preference will be allocated in accordance with the provisions of Preference Points Claim Form and the table in this clause.</p>
3.3.10.3.3	<p>The terms and conditions of Preference Points Claim Form as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.</p>
3.3.10.3.4	<p>Applicable formula:</p> <p>The price/preference points system as identified within the Preference Claim form attached in this bid document will be applicable to this tender.</p>

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3.3.10.5	<p>Risk Analysis</p> <p>Notwithstanding compliance with regard to any requirements of the tender, the SM will perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none"> a) reasonableness of the financial offer (10% threshold above and below cost estimate) b) reasonableness of unit rates and prices c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the SM reserves the right to consider a tenderer's existing contracts with the SM in this regard d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc. <p>The conclusions drawn from this risk analysis will be used by the SM in determining the acceptability of the tender offer.</p> <p>No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the SM that he/she has the resources and skills required.</p>
3.3.11	<p>Negotiations with preferred tenderers</p> <p>The SM may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> a) does not allow any preferred tenderer a second or unfair opportunity; b) is not to the detriment of any other tenderer; and c) does not lead to a higher price than the tender as submitted. <p>If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the SM.</p> <p>Minutes of any such negotiations shall be kept for record purposes.</p> <p>The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.</p> <p>In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.</p>
3.3.12	<p>Acceptance of tender offer</p> <p>Notwithstanding any other provisions contained in the tender document, the SM reserves the right to:</p>
3.3.12.1	<p>Accept a tender offer(s) which does not, in the SM's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.</p>
3.3.12.2	<p>Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the SM is not obliged to accept the lowest or any tender.</p>

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3.3.12.3	<p>Accept the tender offer(s), if in the opinion of the SM, it does not present any material risk and only if the tenderer(s):</p> <ul style="list-style-type: none"> a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the SM's procurement, b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, c) has the legal capacity to enter into the contract, d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and e) is able, in the opinion of the SM, to perform the contract free of conflicts of interest. <p>If an award cannot be made in terms of anything contained herein, the SM reserves the right to consider the next ranked tenderer(s).</p>
3.3.12.4	<p>Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the SM as a result of (inter alia):</p> <ul style="list-style-type: none"> a) reports of poor governance and/or unethical behaviour; b) association with notorious individuals or their known family; c) poor performance issues, known to the SM; d) negative social media reports; and e) adverse assurance (e.g. due diligence) report outcomes.
3.3.12.5	<p>The SM reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the SM may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.</p>
3.3.13	<p>Prepare contract documents</p>
3.3.13.1	<p>If necessary, revise documents that shall form part of the contract and that were issued by the SM as part of the tender documents to take account of:</p> <ul style="list-style-type: none"> a) notices issued during the tender period, b) inclusion of some of the returnable documents, and c) other revisions agreed between the SM and the successful tenderer.
3.3.13.2	<p>Complete the schedule of deviations attached to the form of offer and acceptance, if any.</p>
3.3.14	<p>Notice to successful and unsuccessful tenderers</p>
3.3.14.1	<p>Before accepting the tender of the successful tenderer the SM shall notify the successful tenderer in writing of the decision of the SM's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice</p>
3.3.14.2	<p>The SM shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.</p>
3.3.15	<p>Provide written reasons for actions taken</p> <p>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.</p>

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(4) COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1a: Name of enterprise:		
Section 1b: Trading as (if different from above)		
Section 1c: Type of Entity (please select an option)	Individual / Sole Proprietor	
	Closed Corporation	
	Company	
	Partnership / Joint Venture	
	Trust	
	Other:	
Section 1d: Postal address		
Section 1e: Physical address (Chosen as domicillium citandi et executandi)		
Section 1f: Details of authorised representative of tenderer	Title: Full Name:	
	Tel no: Fax no:	
	Cellular no:	
	Email address:	
Section 2: VAT registration number, if any:		
Section 2a: National Treasury Central Supplier Database registration no:		
Section 2b: SARS Tax Compliance Status PIN:		
Section 2c: Senqu Municipality Supplier Database registration no:		
Section 3: CIDB registration no. (if applicable):		
Section 4: Particulars of sole proprietors and partners in partnerships		
* 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		

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Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Does the tenderer have any source of income in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <ul style="list-style-type: none"> i) authorizes the SM 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 or Database of Restricted Suppliers; 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; and 	

Signed

Date

Name

Position

Enterprise name

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(5) FORM OF OFFER AND ACCEPTANCE

Offer

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

CONTRACT NO.04/2024 – 2025T Electrification of Households in Mountain View

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all 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 herein.

By signing this Form of Offer and Acceptance the tenderer offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the SM in accordance with the:

- 1.1 terms and conditions stipulated in this tender document;
- 1.2 specifications stipulated in this tender document; and
- 1.3 at the prices as set out in the **Price Schedule**.

This offer may be accepted by the SM 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 conditions of tender, whereupon the tenderer becomes the party named as the supplier in the conditions of contract.

Signature (s)		
Name(s)		
Capacity		
For the Tenderer		Date
Name and Address of the Tenderer		
Name and signature of witness		Date

For official use.		
INITIALS OF MUNICIPAL OFFICIALS AT TENDER OPENING		
1.	2.	3.

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Acceptance

By signing this part of this form of offer and acceptance, the SM identified below accepts the tenderer's offer. In consideration thereof, the SM shall pay the supplier the amount due in accordance with the conditions of contract.. Acceptance of the tenderer's offer shall form an agreement between the SM 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:

- Special and General Conditions of Tender
- Price schedule
- Specifications

and any drawings 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 conditions of tender 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 SM during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the SM to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract as supplemented by the special conditions of contract. 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 agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the SM in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

Signature (s)		
Name(s)		
Capacity		
For the Employer		Date
Name and Address of the Employer		
Name and signature of witness		Date

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Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the SM before 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 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.

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	
5	Subject	
	Details	

By the duly authorised representatives signing this agreement, the SM 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 conditions of tender and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the SM 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.

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(6) PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

Pricing Instructions:

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

- 6.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 6.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 6.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 6.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 6.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 6.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the SM may also perform a risk analysis with regard to the reasonableness of such rates.**
- 6.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

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6.8.1 Bill of Quantities:

BILL 1 - PRELIMINARY & GENERAL					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	
1	Conditions of Contract				
1.1	Compliance with all the contractual requirements of the contract, including project programming, outage management, weekly progress reporting, materials management, meetings and quality & environmental management.	Sum	1		
1.2	Establish facilities on site. The Contractor shall provide a fenced space with fence at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and ad Facilities for Contractor :				
	a) Offices & storage sheds	Sum	1		
	b) Establishment of staff accommodation, office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified and facilities.	Sum	1		
	c) Ablution & latrine facilities	Sum	1		
	d) Tools & equipment	Sum	1		
	e) Water supplies, electric power & communications	Sum	1		
1.3	Removal of all items indicated above upon completion of construction and making good and restoring of the Site to the satisfaction of the Project Manager.	Sum	1		
1.4	Provision of "As Built" drawings.	Sum	1		
1.5	Construction Name Board - The Contractor shall place an order and collect from His/ Her supplier and maintain one project signboard bearing the name of the project, the name and logo of Senqu Municipality, Consultant Name and the Contractor.	Sum	1		
1.6	Provision of samples of materials to be used (only materials supplied by contractor) and construction thereof sample line and board.	Sum	1		
1.7	Provision for the compilation of the Construction Programme, to be done in MS Project and updated on a fortnight basis and Quality Assurance Programme for the works.	Sum	1		
2	<u>Occupational Health & Safety Requirements</u>				
2.1	Provision for Legal and Contractual Compliance.	Sum	1		
2.2	Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors.	Sum	1		
2.3	Provision of safety measures, e.g.. Fall arrest systems, shoring for safety purposes etc.	Sum	1		
2.4	Compliance with OH&S Act & Construction Regulations.	Sum	1		
3	<u>Compliance with the Requirements for the Expanded Public Works Programme</u>				
	Note: The reports are to be submitted with the contractors monthly invoice.				
3.1	Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports).	Sum	1		
4	<u>Municipality Materials</u>				
4.2	The Contractor shall make allowance to receive, off load and stack the free-issue materials supplied to the contract. The rate shall also include the implementation and maintenance Management System for the duration of the contract.	Sum	1		
4.3	On Completion of the project, all unused Municipality supplied free issue materials shall be reconiled and qualified. Once authorised by the Consultant/Project Co-ordinator, the unused materials shall be transported to Municipal stores.	km	1		
5	<u>Time Related Items (To maintain site for the duration of the project)</u>				
5.1	Operate and Maintain Facilities on Site				
	Amount Carried Over To Next Page				

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Amount Brought Forward From Previous Page					
	Facilities for Contractor:				
	a) Offices & storage sheds	Month	6		
	b) Ablution & latrine facilities	Month	6		
	c) Tools & equipment	Month	6		
	d) Water supplies, electric power & communications	Month	6		
	e) Safety related items	Month	6		
5.2	Provision of office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified.	Month	6		
5.3	Contract management and full time supervision of the works	Month	6		
5.4	Community Liaison Officer conversant in English or Xhosa and local cultural norms	Month	6		
5.5	Accredited and approved training courses for selected student by munic	Month	6		
	Security				
5,8	Contractor shall provide security guard/s to ensure the site including offices, storage sheds and all Matatiele municipality material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day.	Month	6		
TOTAL : Carried Forward to Summary					

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BILL NO 2 - MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC						
ITEM NO.	DESCRIPTION	UNIT	QTY	MAT. RATE	INSTALL RATE	TOTAL
2.1	Transformers Supply and Install on appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required. Excluding cable, conductors, and the transformer structure.					
2.1.1	Transformer 200kVA, 22kV/400V Three Phase	no	1			
2.1.2	Transformer 50kVA, 11kV/240V Three Phase	no	2			
2.2	Medium Voltage Surge Arrestors Supply, deliver, off load on site and safely store on site the following surge arrestors, complete with galvanised steel mounting brackets for securing the surge arrestor, nuts, bolts, washers and lock washers as specified. Secure the surge arrestors and brackets to the transformer as specified including the termination of conductors. Excluding the conductors and transformer.					
2.2.1	22kV, 10kA Surge arrestor (Set of 3)	no	3			
2.3	Neutral Surge Arrestor Supply and install a LV surge arrestor including lugs and galvanised bolts					
2.3.1	Surge arrestor	no	40			
2.4	Transformer Earthing Supply and install all materials for the complete earthing of transformers and bulk meter structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanised conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for one MV earth electrode only, consisting of four earth spikes in accordance with the specifications. Additional earth spikes/conductor shall be measured elsewhere if required.					
2.4.1	MV Earth Transformers (Incl Aux trfr)	no	3			
2.4.2	MV Earth Section Breaker	no	1			
TOTAL : Carried Forward to Summary						

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BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM						
ITEM NO.	DESCRIPTION	UNIT	QTY	MAT. RATE	INSTALL RATE	TOTAL
3.1	ACSR Conductor					
	Safely store on sealed drums with ends adequately secured and transport to site conductor as specified. String conductor as specified including splices, jumper conductor ties, strain clamps, suspension clamps, tensioning, sagging, etc.					
Note	The following dimensions will all be "CONDUCTOR LENGTH" not route length, allowance made for sag, waste.					
3.1.1	Gopher Conductor	m	800			
	Supply and install all material as specified for the construction of the following MV structures. Including bonding of hardware and earthing. All excavations, poles, crossarms and stays are measured elsewhere					
3.2	GOPHER CONDUCTOR - THREE PHASE STRUCTURES					
3.2.1	Three phase - Delta / 2,5m Wood X-arm - Intermediate (D-DT-1740B)	no	4			
3.2.2	Three phase - Delta / 2,5m Wood X-arm - Intermediate - 10kN Post & Twin ties (D-DT-1740B RX)	no	7			
3.2.3	Three phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation (D-DT-1743)	no	8			
3.2.4	Three phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation RX (D-DT-1743RX)	no	4			
3.2.5	Three phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation (D-DT-1744)	no	10			
3.2.6	Three phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation Pistol Grips (D-DT-1744 RX)	no	8			
3.2.7	Three Phase Take-off - H-Pole (2 x 3,5m Wooden X-arm) (D-DT-1807)	no	2			
3.2.8	Three phase - Delta / 2,5m Wood X-arm - Strain - Terminal (D-DT-1746)	no	10			
3.2.9	Three phase - Delta / 2,5m Wood X-arm - Strain - Terminal Pistol Grips	no	2			
3.2.10	Three phase - Take-off / 2,5m Wood X-arm - RX (D-DT-1849)	no	2			
3.2.11	Transformer - Double pole mount - out-of-line arrangement (D-DT-1866)	no	3			
3.3	Testing					
3.3.1	MV Test (per transformer installation, Incl Aux Trf)	no	3			
	TOTAL : Carried Forward to Summary					

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BILL NO 4 - LV OVERHEAD DISTRIBUTION LINES						
ITEM NO.	DESCRIPTION	UNIT	QTY	MAT. RATE	INSTALL RATE	TOTAL
4.1	Low Voltage Distribution System					
Note	The LV insulated aerial bundle conductor system shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3.					
Note	The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.					
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.					
	Contractor to Safely store and transport to site and string. The conductor will be delivered on sealed drums and adequate allowance shall be made for the correct handling thereof.					
4.1.1	Three phase ABC (70mm ²) Bare Neutral + 25mm ² streetlighting conductor	m	850			
4.1.2	Three phase ABC (50mm ²) Bare Neutral + 25mm ² streetlighting conductor	m	250			
4.2	LV STRUCTURES THREE PHASE					
	Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere.					
4.2.1	ABC Suspension Assembly 0-30 (D-DT-1100)	no	50			
4.2.2	ABC Terminal Assembly (D-DT-1120)	no	20			
4.2.3	ABC Strain Assembly (0-60°) (D-DT-1121)	no	11			
4.2.4	ABC Strain Assembly (60-90°) (D-DT-1122)	no	7			
4.2.5	ABC T-off from Intermediate (D-DT-1140)	no	4			
4.2.6	ABC Intermediate Suspension Assembly (D-DT-1141)	no	10			
4.2.7	ABC T-off from Strain (D-DT-1142)	no	4			
4.2.8	ABC T-X Intermediate Strain Assembly (D-DT-1143)	no	5			
4.3	LV Fuse Switch Units					
	Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit.					
4.3.1	80A Load disconnecting switch similar to MORSDORPHER 80A	no	20			
4.4	LV Pole Mounted Service Boxes					
	Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniature circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC.					
4.4.1	Pole-mounted 4-Way, 20A, Split Meter Distribution Box complete with insulated copper tails, insulation piercing connectors and nylon compression glands, per DDT0180.	no	50			
4.5	Earthing of LV Network					
Note	All MV transformer earthing is measured elsewhere and all LV earths per structure are measured with the structure. This section is intended for LV earths at transformers					
	Allowance shall be made for the testing of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications.					
4.5.1	LV Earth (D-DT 0637)	no	18			
	Amount carried over to next page					

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	Amount brought forward from previous page					
4.6	Testing Allowance shall be made for the testing of each LV ABC distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.					
4.6.1	LV Test	no	32			
	TOTAL : Carried Forward to Summary					

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BILL NO 5 - SUPPORT FOR OVERHEAD RETICULATION						
ITEM NO.	DESCRIPTION	UNIT	QTY	MAT. RATE	INSTALL RATE	TOTAL
5.1	Poles					
Note	Poles for service connections are measured elsewhere Supply and install pole in excavated hole, including cutting and scafing, kicking blocks, bonding, treating, etc. Excavations and compaction are measured elsewhere.					
5.1.1	7m Pole, 120-139mm top diameter (D-DT-0055)	no	15			
5.1.2	9m Pole, 140 mm top diameter (D-DT-0055)	no	21			
5.1.3	9m Pole, 160 mm top diameter (D-DT-0055)	no	20			
5.1.4	9m Pole, 180-199mm top diameter - MV (D-DT-0055)	no	10			
5.1.5	11m Pole, 180 mm top diameter (D-DT-0051)	no	10			
5.1.6	11m Pole, 200 mm top diameter (D-DT-0051)	no	5			
5.2	Supply, off load and install the following wooden cross arms.					
5.2.1	2.5m, 140-159mm Diameter (D-DT-0316)	no	8			
5.2.2	3.5m, 140-159mm Diameter (D-DT-0317)	no	2			
5.2.3	4.5m, 160-179mm Diameter (D-DT-0317)	no	6			
5.3	Stays, Flying Stays and Anti-Climbing Devices					
Note	The unit price for a standard stay and an aerial stay shall exclude the wooden poles, but include the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, po					
5.3.1	MV Stay (D-DT-0341)	no	10			
5.3.2	MV Flying Stay (D-DT-0343)	no	8			
5.3.3	LV Stay (D-DT-0343)	no	6			
5.3.4	LV Flying Stay (D-DT-0343)	no	4			
5.4	The following struts shall be in accordance with the specification					
5.4.1	MV 11m Strut (D-DT-0342)	no	5			
5.4.2	MV 12m Strut (D-DT-0342)	no	2			
5.4.3	LV 9m Strut (D-DT-0342)	no	10			
5.5	The following anti-climbing devices shall include barbed wire as specified					
5.5.1	Anti climbing devices as per 05T109 (Including on stays as per DDT0399)	set	66			
5.6	Excavations and Compaction					
Note	The excavations for service connections are measured elsewhere Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation					
5.6.1	Hole for 7m pole - 1.5m deep	no	15			
5.6.2	Hole for 9m pole - 1.5m deep	no	51			
5.6.3	Hole for 11m pole - 1.8m deep	no	15			
5.6.4	Hole for 12m pole - 2.0m deep	no	2			
5.6.5	Hole for 13m pole - 2.2m deep	no	2			
5.6.6	Hole for MV stay - 1.5m deep	no	18			
5.6.7	Hole for MV strut - 1.8m deep	no	7			
5.6.8	Hole for LV stay - 1.4m deep	no	16			
	Amount Carried Over To Next Page					

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	Amount Brought Forward From Previous Page					
5.7	Pole Labels					
	Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials					
5.7.1	Equipment labels (Trfs, links, SB)	no	3			
5.7.2	Transformer max fuse labels	no	3			
5.7.3	Warning labels	no	10			
5.8	General					
	Supply and install labels Spiral Vibration Dampers as per the DT Standards					
5.8.1	Vibration Dampers, spiral (D-DT-3175)	no	4			
	TOTAL : Carried Forward to Summary					

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BILL NO 6 - HOUSE CONNECTIONS						
ITEM NO.	DESCRIPTION	UNIT	QTY	MAT. RATE	INSTALL RATE	TOTAL
6.1	House Connections House Connections (Type A, direct to dwelling), test and commissioning complete including CoC, IC's, control sheets, sealing and as built drawing on completion.					
6.1.1	Type A (D-DT-0360)	no	97			
6.1.2	Submit populated Control Sheet and PCS CorDaptix information to the Project Engineer upon the successful energising of a customer.	no	97			
6.2	Supply and install APPROVED SUPPLIERS, transport to site, off load on site and safely store on site the following Passive Base Units, Split metering unit , complete with rail, galvanised steel mounting brackets for securing to the dwelling, nuts, bolts, washers and lock washers as required. Secure the passive base, Split metering unit and brackets to the dwelling as required including the termination of conductors. Excluding the conductors.					
6.2.1	Ready -board, 20A, Split Metering unit	no	97			
6.2.2	Customer Interface Unit, L&G PLC	no	97			
6.2.3	Meter, Split Din Rail 20A PLC	no		Rate Only		
6.3	Airdac					
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, cut-offs etc. Supply and install APPROVED SUPPLIERS, transport to site, off load on site and safely store on site cable 1kV 2C 4mmsq Concentric airdac					
6.3.1	4mm ² AIRDAC from LV Pole service box to the house D-DT 3140	m	4850			
6.4	Sundry Items					
	Supply and install pole in excavated hole, including cutting and scaffing, kicking bolts, bonding, treating, etc. Excavations and compaction are					
6.4.1	5m Pole, 80-99mm top diameter (D-DT 0058)	no	5			
6.4.2	7m Pole, 120-139mm top diameter (D-DT 0050) Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval of the PM(C).	no	75			
6.4.3	Hole for 5m service pole - 1m deep	no				
6.4.4	Hole for 7m service pole - 1.4m deep	no	97			
6.4.5	Sealing of meters	no	75			
6.5	House Labels Supply and install house labels in accordance with the specifications including the provision of all fixing materials					
6.5.1	Morsdorfer labels	no	32			
6.5.2	House Labels	no	97			
6.5.3	LV Phasing labels	no	32			
TOTAL : Carried Forward to Summary						

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FINAL SUMMARY		
Bill	Description	Total Price (R)
1	PRELIMINARY AND GENERAL	
2	MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC.	
3	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM	
4	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES	
5	SUPPORT FOR OVERHEAD RETICULATION	
6	HOUSE CONNECTIONS	
	TOTAL ON MATERIALS AND LABOUR	
	<u>CONTIGENCIES @10%</u>	
	<u>TOTALS INCLUDING CONTIGENCIES</u>	
	<u>VAT 15%</u>	
	<u>GRAND TOTAL OF TENDER INCLUSIVE OF VAT</u>	

For official use.		
SIGNATURE OF MUNICIPAL OFFICIALS AT TENDER OPENING		
1.	2.	3.

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(7) SUPPORTING SCHEDULES

SCHEDULE 1: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for in response to the invitation for the tender made by the Municipality, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be declared as non-responsive if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;

¹Joint 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.

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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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Name

.....
Position

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SCHEDULE 2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES / PARTNERSHIPS / CONSORTIA

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the SM shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the SM shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the SM is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the SM of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the SM for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the SM as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM			
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY	Percentage contribution
Lead partner		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%

Note: A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

If the above schedule is does not provide sufficient space to capture all the joint venture details, please append all details to this schedule. A copy of the Joint Venture Agreement, clearly showing the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

.....
 Signature Date

.....
 Position Name of Tenderer/Contractor

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**SCHEDULE 3: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES (MBD 8)**

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction 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 and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	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, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	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 <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
2.4	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 <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	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 <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....
Signature Date

.....
Position Name of Tenderer/Contractor

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SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company or Close Corporation Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars.
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars
 - 3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars.....
 - 3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.13.1 If yes, furnish particulars.

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13.4 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the Municipality in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employee/s who was/were in the service of the Municipality at a level of ???? or higher at the time they left the employ of the Municipality, and who was involved in any of the Municipality's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

Name (PRINT)
 (For and on behalf of the tenderer, duly authorised)

- 1*MSCM Regulations: "in the service of the state" means to be –**
- (a) a member of –**
 - (i) any municipal council;**
 - (ii) any provincial legislature; or**
 - (iii) the national Assembly or the national Council of provinces;**
 - (b) a member of the board of directors of any municipal entity;**
 - (c) an official of any municipality or municipal entity;**
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**
 - (e) an executive member of the accounting authority of any national or provincial public entity; or**
 - (f) an employee of Parliament or a provincial legislature.**

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

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**SCHEDULE 5: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
 PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1 AMENDED)**

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:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	<u>POINTS</u>
<u>PRICE</u>	<u>80</u>
<u>SPECIFIC GOALS</u>	<u>20</u>
<u>Points for historically disadvantaged persons by unfair discrimination based on race, gender, or disability</u>	<u>10</u>
<u>Points for Locality (Domiciled in the Senqu Local Municipality)</u>	<u>10</u>
<u>Points for Locality (Domiciled in the Joe Gqabi District Municipality)</u>	<u>5</u>
<u>Points for Locality (Domiciled in the Eastern Cape Province)</u>	<u>2</u>
<u>Points for Locality (Domiciled outside the Eastern Cape Province)</u>	<u>0</u>
<u>Total points for Price and specific goals must not exceed</u>	<u>100</u>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that for historically disadvantaged persons by unfair discrimination based on race, gender or disability are not claimed. **B-BBEE certificate or sworn affidavit must be original document or certified copy.**
- 1.6 Documents Considered for claiming points based on locality.
- 1.7 The Following Documents needs to be submitted with the bid to ensure that where the tenderer is the owner of the property of the business:
- (1) Municipal account registered in the name of the tenderer; • Where the tenderer is not the owner of the property of the business: A valid lease agreement; or Affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost.
 - (2) Where the tenderer is the owner of the property of the business that is not yet formalised: Proof of address by Local Ward Councillor confirming that the owner is indeed operating a business from the premises
- 1.8 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.
- 2. DEFINITIONS**
- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
 - (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black

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- Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
 - (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
 - (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
 - (g) **“price”** includes all applicable taxes less all unconditional discounts;
 - (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of the Municipalities specific goals as indicated, municipal specific goals for preference points which must be awarded to a bidder for Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability in accordance with the table below:

Points for historically disadvantaged persons by unfair discrimination based on race, gender, or disability.

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SPECIFIC GOALS	DOCUMENT TO BE SUBMITTED	NUMBER OF POINTS ALLOCATED
Points for historically disadvantaged persons by unfair discrimination based on race, gender, or disability	Valid BBEE Certificate or Sworn Affidavit	MAX 10 Points
	1	10
	2	9
	3	7
	4	6
	5	5
	6	4
	7	2
	8	1
	0	0

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . . . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?
(**Tick applicable box**)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium

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- One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.6 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>SIGNATURE OF BIDDERS</p> <p>DATE:</p> <p>ADDRESS</p>

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SCHEDULE 6: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (NOT APPLICABLE)

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

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

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the SM or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

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

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

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

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the SM is expected to be transferred out of the Republic? (Please mark with X)

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

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4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

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**SCHEDULE 7: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND
CONTENT FOR DESIGNATED SECTORS**

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector as encapsulated in the Preferential Procurement Regulations, 2017.

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

Documents listed herein are downloadable from the dtic's official website, <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by SA Reserve Bank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

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

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2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Electrical	100%

- 4. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

- 4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dtic must be informed accordingly in order for the dtic to verify and in consultation with the SM provide directives in this regard.

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

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WITNESS No. 2

DATE: _____

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SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	????		
(C2)	Tender description:	Electrification of Households in Mountain View		
(C3)	Designated product(s)	Medium Voltage Electrical Hardware		
(C4)	Tender Authority:			
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula		EU
(C7)	Specified local content %	100%		

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
2.2.1	22kV, 10kA Surge arrestor						
2.3.1	22kV, 10kA Surge arrestor (Neutral)						
3.2.1 – 3.2.11	Line Post Insulators 10KN 22kV / 4KN 6kV						

Tender summary

Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content

**Bid No 04/2024-2025
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Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
3.2.1 – 3.2.11	Tension Splice for Gopher						
3.2.1 – 3.2.11	Side Ties for Gopher						
3.2.1 – 3.2.11	Top Ties for Gopher						
3.2.1 – 3.2.11	Dead End for Gopher						
3.2.1 – 3.2.11	Pistol Grip Strain Clamps for Gopher Conductor						

Tender summary

Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content

(C20) Total tender value	R		
(C21) Total Exempt imported content		R	
(C22) Total Tender value net of exempt imported content		R	
(C23) Total Imported content			R
(C24) Total local content			R
(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date: _____

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SCHEDULE 8: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS

The tenderer shall provide information for the evaluation of their compliance with any sub-contracting pre-qualification criteria set in the tender conditions.

Sub-contractor Name	Nature of sub-contracting	Is the sub-contractor a subsidiary of the main contractor? Y / N	QSE, EME or Co-operative	Black ownership % of QSE, EME or Co-operative	Designated group (youth, women, disabled, rural or township, military veteran)	Value of sub-contracting (including VAT)
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
Total value of sub-contracting (B)						R

A	Price of tender under consideration (Pt) including VAT	R
B	Total value of sub-contracting including VAT	R
	Total sub-contracting percentage – (B/A)*100	%
	MINIMUM SUB-CONTRACTING TARGET AS CONTAINED IN CLAUSE 3.2.1.4.6	30%

Tenderers must submit proof of all subcontracting arrangements identified on this schedule as an attachment hereto.

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 9: MUNICIPAL ACCOUNTS' STATUS

To: THE MUNICIPAL MANAGER, SENQU MUNICIPALITY
From: _____
 (Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the Senqu Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) hereby agrees to provide evidence in the form of current municipal accounts that will enable the SM to evaluate the municipal accounts statuses of the entity and its directors / members / partners.
- c) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

**Bid No 04/2024-2025
ELECTRIFICATION OF HOUSEHOLDS IN MOUNTAIN VIEW**

SCHEDULE 10: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION
--

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

Each party to a Consortium/Joint Venture shall append separate certificates in the above regard.

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

Bid No 04/2024-2025
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**SCHEDULE 11: CONFIRMATION OF SUPPLIER REGISTRATION /
ACCREDITATION**

SANS 9001

Where a QA system has been approved in terms of SANS 9001, state registration certificate number and standard.

Certificate No:

SANS 14001

Where an Environmental Management System has been approved in terms of SANS 14001, state registration certificate number and standard.

Certificate No:

OHSAS 18001

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate No:

SIGNED ON BEHALF OF TENDERER:

**Bid No 04/2024-2025
ELECTRIFICATION OF HOUSEHOLDS IN MOUNTAIN VIEW**

SCHEDULE 12: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS			
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)	Estimate percentage of total value %
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
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		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
TOTALS		R	%

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

SIGNED ON BEHALF OF TENDERER:

**Bid No 04/2024-2025
ELECTRIFICATION OF HOUSEHOLDS IN MOUNTAIN VIEW**

SCHEDULE 13: PRICE BASIS FOR IMPORTED RESOURCES

VALUE OF IMPORTED RESOURCES TO BE ADJUSTED										
Schedules of Quantities Item No.	Description of Resources	Value in Foreign Currency (A)	Rate of Exchange as at BASE DATE (B)	Value in Rand (A) x (B) (C)		Customs Surcharge		Customs Duty*		Total in Rand of (C) + (D) + (E) included in Schedules of Quantities Item (F)
				%	Rand	%	Rand	%	Rand	

* State Customs Duty Tariff Reference for each item

Note: Note that any Resources not inserted in this schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

**Bid No 04/2024-2025
ELECTRIFICATION OF HOUSEHOLDS IN MOUNTAIN VIEW**

SCHEDULE 14: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer’s attention is drawn to clause 3.8 of the Conditions of Tender regarding the SM’s handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

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

SIGNED ON BEHALF OF TENDERER:

Bid No 04/2024-2025
ELECTRIFICATION OF HOUSEHOLDS IN MOUNTAIN VIEW

SCHEDULE 15: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Bid No 04/2024-2025
ELECTRIFICATION OF HOUSEHOLDS IN MOUNTAIN VIEW

SCHEDULE 16: INFORMATION TO BE PROVIDED WITH THE TENDER

The following information shall be provided with the Tender:

- A. Certificate of Registration with CIDB
- B. Track Record of Bidding Entity
- C. Similar Projects Experience
- D. Key Staff Experience
- E. Detailed Construction And Cashflow Program
- F. Safety, Health, Environmental And Quality Plan
- G. Schedule Of Plant And Equipment
- H. Certificate Of Attendance At Clarification Meeting

SIGNED ON BEHALF OF TENDERER:

Bid No 04/2024-2025
ELECTRIFICATION OF HOUSEHOLDS IN MOUNTAIN VIEW

SCHEDULE 16A: CERTIFICATE OF REGISTRATION WITH CIDB

The Tenderer shall

- a) **attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender**

SIGNED ON BEHALF OF TENDERER:

Bid No 04/2024-2025
ELECTRIFICATION OF HOUSEHOLDS IN MOUNTAIN VIEW

SCHEDULE 16B: TRACK RECORD OF BIDDING ENTITY

The information contained on this schedule will be utilised to evaluate the functionality criterium 1 as stated in clause 3.2.1.1.4 of this bid document.

EMPLOYER (REFERENCE NAME, TEL No. AND EMAIL ADDRESS.)	NATURE OF CONTRACT	COMMENCEMENT DATE (dd/mm/yyyy)	COMPLETION DATE (dd/mm/yyyy)

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 16C: SIMILAR PROJECTS EXPERIENCE

The information contained on this schedule will be utilised to evaluate the functionality criterium 2 as stated in clause 3.2.1.1.4 of this bid document.

EMPLOYER (REFERENCE NAME, TEL No. AND EMAIL ADDRESS.)	NATURE OF CONTRACT	COMMENCEMENT DATE (dd/mm/yyyy)	VALUE OF CONTRACT (INCL VAT)
			R
			R
			R
			R
			R
			R

Attach additional pages if more space is required.

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SCHEDULE 16D: KEY STAFF EXPERIENCE

The information contained on this schedule will be utilised to evaluate the functionality criterium 3 as stated in clause 3.2.1.1.4 of this bid document.

Only tenderers who have suitably experienced and qualified Key Persons and other Support Personnel available in their full-time employ that satisfy the criteria and specific conditions stated under the Conditions of Tender as well as the Conditions of Contract are eligible to submit tenders.

The names of the proposed Key Persons and other Personnel shall be provided in the table below.

PROJECT MANAGER	NAME: NQF LEVEL.....			
EMPLOYER (REFERENCE NAME, TEL No. AND EMAIL ADDRESS.)	NATURE OF WORK	POSITION HELD	COMMENCEMENT DATE (dd/mm/yyyy)	COMPLETION DATE (dd/mm/yyyy)

CONTRACT MANAGER	NAME: NQF LEVEL.....			
EMPLOYER (REFERENCE NAME, TEL No. AND EMAIL ADDRESS.)	NATURE OF WORK	POSITION HELD	COMMENCEMENT DATE (dd/mm/yyyy)	COMPLETION DATE (dd/mm/yyyy)

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SITE MANAGER	NAME: NQF LEVEL.....			
EMPLOYER (REFERENCE NAME, TEL No. AND EMAIL ADDRESS.)	NATURE OF WORK	POSITION HELD	COMMENCEMENT DATE (dd/mm/yyyy)	COMPLETION DATE (dd/mm/yyyy)

Attach additional pages if more space is required.

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SCHEDULE 16E: DETAILED CONSTRUCTION AND CASHFLOW PROGRAM

The information contained on this schedule will be utilised to evaluate the requirements as stated in clause 3.2.1.1.5 of this bid document.

The tenderer shall submit a Detailed Construction and Cash Flow Program reflecting the proposed sequence and duration of the various activities comprising the work for this Contract to include the projected cash flow for each activity. The program shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his tender.

Attach additional pages if more space is required.

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SCHEDULE 16F: SAFETY, HEALTH, ENVIRONMENTAL AND QUALITY PLAN

The information contained on this schedule will be utilised to evaluate the requirements as stated in clause 3.2.1.1.5 of this bid document.

The tenderer shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, The program shall be in accordance with the information supplied in the Contract and include an Environmental and Quality Plan, requirements of the Project Specifications and with all other aspects of his tender.

Attach additional pages if more space is required.

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SCHEDULE 16G: SCHEDULE OF PLANT AND EQUIPMENT

The information contained on this schedule will be utilised to evaluate the requirements as stated in clause 3.2.1.1.5 of this bid document.

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 16H: 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

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:

Name Signature

Capacity

Name Signature

Capacity

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

Senqu Municipality Employer:

Name Signature

Capacity Date & Time

Consultant representative:

Name Signature

Capacity Date & Time

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(8) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:	
1. Definitions	
1.15	The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.
1.19	The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's system.
1.21	'Purchaser' means the Senqu Municipality . The address of the Purchaser is 19 Murray Street, Lady Grey . <i>Add the following after Clause 1.25:</i>
1.26	'Supplier' means any provider of goods and / or services with whom the contract is concluded
1.27	"Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
2. General Obligations	
2.2	The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
2.3	All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
2.4	The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
2.4.1	The parties agree that this contract shall also be subject to the SM's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the SM's website.
2.4.2	Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the municipality of any other remedies available to it as described in the SCM Policy.
2.5	The supplier shall:
2.5.1	Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order: <ul style="list-style-type: none"> a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11) c) Initial delivery programme d) Other requirements as detailed in the tender documents
2.5.2	Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
2.5.3	Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

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2.5.4	Insure his workmen and employees against death or injury arising out of the delivery of the goods
2.5.5	Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
2.5.6	In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
2.5.7	Comply with all written instructions from the purchaser subject to clause 18
2.5.8	Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
2.5.9	Make good at his own expense all incomplete and defective goods during the warranty period
2.5.10	Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
2.5.11	Comply with the provisions of the OHAS Act & all relevant regulations.
2.5.12	Comply with all laws relating to wages and conditions generally governing the employment of labour in the Eastern Cape area and any applicable Bargaining Council agreements.
2.5.13	Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
2.6	The purchaser shall:
2.6.1	Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
2.6.2	Make payment to the supplier for the goods as set out herein.
2.6.3	Take possession of the goods upon delivery by the supplier.
2.6.4	Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
2.6.5	Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
2.6.6	Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
2.6.7	Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
2.6.8	Brief the supplier and issue all documents, information, etc. in accordance with the contract.
<u>3. Use of contract documents and information; inspection, copyright, confidentiality, etc.</u>	
3.5	Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes. The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser
3.6	Publicity and publication The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
3.7	Confidentiality Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
3.8	Intellectual Property
3.8.1	The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
3.8.2	The supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
3.8.3	The supplier shall, and warrants that it shall:
3.8.3.1	not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in this contract;

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3.8.3.2	not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
3.8.3.3	not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
3.8.3.4	comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the Purchaser Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the supplier from time to time;
3.8.3.5	procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;
	unless the Purchaser expressly agrees thereto in writing after obtaining due internal authority.
3.8.4	The supplier represents and warrants to the Purchaser that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
3.8.5	In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the supplier and no copies thereof shall be retained by the supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.
<u>4. Performance Security</u>	
4.1	Within 14 (fourteen) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified herein. The Guarantee Sum shall be equal to being TEN [10] percent of the Contract price.
4.2	The performance security shall be furnished strictly in accordance with the terms and conditions set out in Form of Guarantee / Performance Security.
4.3	The performance security will be discharged by the purchaser and returned to the supplier strictly in accordance with the terms and conditions set out in the Form of Guarantee / Performance Security.
<u>5. Inspections, tests and analyses</u>	
5.1	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.
<u>6. Delivery and documents</u>	
6.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
6.2	The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.
<u>7. Insurance</u>	
7.1	Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
a)	Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than R 4 million for any single claim;
b)	Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier,

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	comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
c)	Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see Proof of Insurance / Insurance Broker's Warranty section in document for a pro forma version).
d)	Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period. NOT APPLICABLE
	In the <i>event</i> of under insurance or the insurer's repudiation of any claim for whatever reason, the SM will retain its right of recourse against the supplier.
7.2	The supplier shall be obliged to furnish the SM with proof of such insurance as the SM may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the Proof of Insurance / Insurance Broker's Warranty section of the document or copies of the insurance policies.
8. Warranty	
8.1	This warranty for this contract shall remain valid for Twelve (12) months after the goods have been delivered.
9. Payment	
9.1	A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Purchaser's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Purchaser and is not a right in terms of this contract.
9.2	The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.
9.3	Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.
9.4	The SM is not liable for payment of any invoice that pre-dates the date of delivery of the goods.
9.5	The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on Proforma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.
10. Prices	
10.1	If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by Supply Chain Management if such was not included in the bid documents.
10.2	If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by Supply Chain Management if such was not included in the bid documents.
10.3	The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable: NOT APPLICABLE
10.4	If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled " Price Basis for Imported Resources " and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled " Price Basis for Imported Resources " (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by SM's main banker, Standard Bank, on the Base Date (seven calendar days before tender closing date) rounded to the

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	second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).
10.4.1	Adjustment for variations in rates of exchange:
(a)	The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
(b)	The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, Standard Bank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
(c)	If the rate of exchange inserted by the Tenderer differs from the Standard Bank rate referred to above, then the Standard Bank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
(d)	If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may only claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
(e)	The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled " Price Basis for Imported Resources ".
(f)	When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the SM of the rate obtained and furnish the SM with a copy of the foreign exchange contract note.
(g)	Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled " Price Basis for Imported Resources " shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
(h)	The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) forward cover contract , provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled " Price Basis for Imported Resources ", then the value in column (A) shall be used.
10.5.1	Adjustment for variations in customs surcharge and customs duty
(a)	Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled " Price Basis for Imported Resources " and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
(b)	The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the SM's Agent of any changes which occur.
10.5.2	Adjustment for variation in labour and material Costs
	If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.
	Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.
11. Contract Amendments	
Not Applicable	
12. Contract Amendments and Variations	
	Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior <i>approval</i> by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.
12. Subcontracts	
12.1.	The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if the were the acts, defaults or negligence of the supplier.
12.2	Any appointment of a subcontractor shall not amount to a contract between the SM and the

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	subcontractor, or a responsibility or liability on the part of the SM to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.
13. Delays in the supplier's performance	
13.1	If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.
	Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.
	The purchaser shall notify the <i>supplier</i> in writing of his decision(s) in the above regard.
13.2	No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.
14. Penalties	
14.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.
	The order will not be paid for this contract if the goods is not delivered within 12 weeks from the date the purchase order is issue by the Municipality.
15. Termination for default	
	<i>If goods received is not according to the required specifications of this Tender Document the awarded Bidder will not be paid</i>
16. Termination	
16.1	In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
16.1.1	Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
16.1.2	The parties by mutual agreement terminate the contract.
16.1.3	If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
16.1.4	If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Municipal Manager follows the processes as described in the purchasers SCM Policy.
16.1.5	After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):
16.1.5.1	reports of poor governance and/or unethical behaviour;
16.1.5.2	association with notorious individuals or their known family;
16.1.5.3	poor performance issues, known to the Purchaser; or
16.1.5.4	negative social media reports.
16.2	If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.
17. Termination for insolvency	
17.1	The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
17.1.1	accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
17.1.2	terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
17.2	Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

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18. Settlement of Disputes	
18.1	If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
18.2	Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the Purchaser Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.
	Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.
	The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.
	Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.
	Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.
19. Limitation of Liability	
(b)	the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
	<i>Add the following after clause 28.1:</i>
19.2	Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
a)	personal injury or loss of life to any individual;
b)	loss of or damage to property;
	arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.
19.3	The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
19.4	Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a <i>stipulatio alteri</i>) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
19.5	Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.
20. Notices	
20.1	Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
a)	hand delivered – on the working day of delivery
b)	sent by registered mail – five (5) working days after mailing
c)	sent by email or telefax – one (1) working day after transmission

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<u>21. Taxes and Duties</u>	
21.1	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the SM will verify this through appropriate electronic means.
<i>Add the following after clause 32.3:</i>	
21.2	The VAT registration number of the Senqu Municipality is 4380193732 .
<u>22. ADDITIONAL CONDITIONS OF CONTRACT</u>	
Not Applicable	
<u>23. Reporting Obligations.</u>	
23.1	The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

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(9) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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1. Definitions

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1. The following terms shall be interpreted as indicated:
 - 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
 - 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
 - 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 'Day' means calendar day.
 - 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
 - 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
 - 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
 - 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 'GCC' means the General Conditions of Contract.
 - 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and

which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
 - 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
 - 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance Security

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

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- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

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10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

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(10) FORM OF GUARANTEE / PERFORMANCE SECURITY

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R.....

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no _____: _____ and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Senqu Municipality the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the Senqu Municipality to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the Senqu Municipality intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Senqu Municipality to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Senqu Municipality the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Senqu Municipality to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

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5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Senqu Municipality shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the Senqu Municipality 's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Senqu Municipality until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Senqu Municipality shall have the absolute right to arrange its affairs with the Supplier in any manner which the Senqu Municipality may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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(12) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE SENQU MUNICIPALITY (HEREINAFTER CALLED THE "SM") AND

..... ,
(Supplier/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing

..... , as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of
Senqu Municipality

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(13) INSURANCE BROKER'S WARRANTY (PRO FORMA)



Letterhead of supplier's Insurance Broker

Date _____

SENQU MUNICIPALITY
Municipal Manager
19 Murray Street
Lady Grey
9755

Dear Sir

TENDER NO: 04/2024-2025T

TENDER DESCRIPTION: Electrification of Households in Mountain View

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the SENQU MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

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(14.1) SCOPE OF WORK

DESCRIPTION OF THE WORKS FOR CONTRACTOR

Employer's objectives

The employer's objectives are to deliver public electrical infrastructure using labour intensive methods. Part of the installation works on site will require labour intensive methods e.g. excavations, trenching, pole planting and backfilling.

Overview of the works

This specification covers the Overhead Electrification of 97 households in accordance with Senqu standards and specifications.

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

Drawings and Schedules

LV & MV Reticulation Layouts will be issued to the successful bidder.

Extent of the works

The Contractor shall provide all Plant and Materials Equipment and labour for the whole of the works, which includes:

Temporary work

Clear the right of way and campsites, in order to erect the necessary site offices, own accommodation facilities, sanitary units, bulk water containers, site store, etc.

The works also include the clean up of site camp and site store, as well as transportation of excess material not used, back to the stores at the completion of the contract.

Outage Requests

A schedule for an outage when required will be done as directed by the Engineer.

Permanent work

1. Set out all poles and any stays associated with a particular structure, using the services of an Senqu approved registered surveyor.
2. Excavate pole, stay and strut holes, erect wooden poles, stays and struts and backfill and compact pole, stay and strut holes in layers of 300mm.
3. Install MV and LV stays in accordance with the Senqu Distribution Standard. Percussion stays may be used on condition that an approved sub-contractor performs the supply and installation of the stays. Pre-tension certificates are supplied per stay. Pre-tensioning are done on all stays as specified in the Senqu Distribution Standard.
4. Assemble the bare overhead MV structures as well as the Arial Bundle Conductor LV structures according to the Distribution Standards. Wooden poles of 7m for house connections, 9m for LV reticulation and 11m for MV reticulation shall be used and structures are single-pole midblock design. Only LV ABC conductor sizes 35mm²/70mm² 4 core are to be utilized.
5. Assemble and install the MV Links according to Senqu Distribution Standards.

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6. Run out and string bare overhead line conductor (ACSR), code name Mink.
7. Install the transformers, including MV Surge Arrestors, LV fuse protection units. Pole mounted shall be 22kV/415V Dyn11 three phase with a capacity of 50kVA and 100kVA. (Also refer to Bill of Quantities)
8. Excavate trenches to a depth of at least 500mm for type 1 MV and LV three point star earth electrodes, install electrodes and backfill and compact on completion.
9. Install pole top distribution boxes complete with one pigtail bolt and one eye nut per distribution box.
10. Connect pole top boxes to LV feeders with phasing.
11. Test and commission infrastructure.
12. Excavate 7m and 9m pole holes where 7m service/shack poles is necessary, erect 7m wooden poles, backfill and compact pole in layers of 300mm.
13. Install keypad of split pre-paid meters inside the houses.
14. Install meters in pole top boxes and connect to house distribution board via overhead 10mm² 2 core Airdac, according to Senqu Distribution Standards.
15. Test and commission House Connections and issue COC's.
16. Produce as build drawings by a qualified (Senqu approved surveyor) complete with a comprehensive PCS data.
17. Signage and pole numbering specification to be requested from Engineer.
18. The work will be taken over by the Senqu Municipality on completion.

Restrictions in Providing the Works

The Contractor shall visit every resident and arrange access for mid-block electrification.

The Contractor shall treat residents in a courteous, friendly and polite manner and keep them informed of changes to the required access.

The Contractor shall foster close relationships with recognized community structures.

The Contractor shall ensure that staff other than key Contractor-staff is employed from the local community.

Definition of Completion

The works shall be completed in accordance with the specifications in all respect and taken-over by the Employer. The cleaning of the site and breaking of camp shall be done within 1 week after Completion

Project Steering Committee

A Project Steering Committee will be constituted by the ward councillor and selected members from his ward committee. The ward councillor will appoint a community liaison officer (CLO). The CLO will assist the engineer and contractor with all liaison required with the community and labour force.

Scope of Mandatory Subcontract Work

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The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder:

Sub-contractors from the local community shall be employed for the following activities (refer to bill of quantities: House Connections):

- Overhead connection (Airdac from pole top box to house)
- Install ECU base, fixing rails and plug
- Install 20A ECU (internal ELPU)
- Install 60A ED (no internal ELPU)
- Sealing of meters
- Capture and upload of customer data new & existing

It remains the contractor's responsibility to enter into agreement with these subcontractors, to negotiate payment, guarantees and percentage and duration of the retention kept, strictly in accordance with the CIDB regulations. No direct payments to, or sessions in favour of subcontractors will be entertained. It stays the responsibility of the main contractor.

Material & Equipment Specifications

General

The Contractor shall erect the MV and LV overhead line reticulation systems in accordance with Senqu's Electrification Standards (Wood Structures). The internal MV distribution systems shall comprise of "**Gopher aluminium conductor steel** reinforced configuration on 11m wooden poles and shall be built to 22kV specifications.

The LV distribution systems shall comprise an aerial bundled conductor (ABC) system, of the supporting core type mounted overhead on either 7m or 9m wooden poles. LV distributor spurs shall extend within a radius of approximately 500m from transformer positions depending on individual voltage drop requirements. LV distributor spurs shall share pole structures with the MV system where these follow parallel routes providing clearance of LV can be achieved.

Transformers shall be of the pole mounted type suitably rated to serve anticipated individual LV distributor loads and shall be of the SABS 780 type. All materials supplied by the Developer shall conform with Senqu's **Buyer's Guide** (Part 9 of DT Standard).

MV Overhead Line

The MV overhead feeder system shall comply with the requirements of Senqu's **Distribution Technology**, Electrification Standards and Guidelines as and where applicable for an urban concrete pole reticulation system.

Conductor

Type	:	Aluminium conductor steel reinforced.
Code Name	:	Gopher
Mass	:	85kg/km
Ultimate tensile strength	:	7 900
Max working tension	@	-5°C + wind 5 240 Newtons.
Mounting	:	See structure codes on DT-T drawings.

The maximum working tension may be exceeded only during the construction stages when **the conductors are to be "over-tensioned" to 1.05 x MWT for a period of not less than 8 hours** nor longer than 24 hours after which the tension is to be reduced to a figure not to exceed the stated maximum working tension of the conductor concerned.

Poles

Pole type	-	Wood
Pole lengths distributor,	-	7m for LV house connections, 9m for LV

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	-	11m for MV Line
Planting depth	-	1.5m , 1.8m and 2m respectively
Pole marker	-	12mm letters punched on Aluminium plate

Stays

Insulator Type	-	Fiber glass for MV and Porcelain of LV
Rods	-	M20 – 2000 long
Base plate	-	380 x 380 x 6 galvanized
Staywire	-	7/4mm, 1100 MPA – galvanized
Planting depth	-	2m

Flying Stays

Flying stays shall be installed in the positions indicated on the drawings by the structure codes. Anchor poles shall be as specified for the line structures and of sufficient length to ensure the required ground clearance. Overhead staywire shall be 7/4.00mm as specified for stays.

Struts

Struts shall be installed in the positions indicated on the drawings by the structure codes. Strut poles shall be as specified for the line structures. Line structure poles shall be fitted with suitable ground anchors at all strut positions. Struts shall be fitted with barbed wire anti climbing devices.

Insulators, Line Clamps and Other Line Components, Pole Dressing Hardware etc.

All in accordance with Senqu’s Distribution Reticulation Technology, Electrification Standards and Guidelines with particular reference to the detailed material take off sheets provided for the various line structures.

Sags and Tensions

The Developer shall provide suitable dynamometer, sighting rods or other approved apparatus necessary for proper checking of the work. Dynamometers shall be calibrated in kg or kN.

Surge Arrestors

Surge arrestors shall be of the metal oxide outdoor hermetically sealed, vertical base mounted type, rated at 22kV, 10kA impulse current.

Sectionalisers

Dropout fuses shall be provided for each transformer zone.

Pole Mounted Transformers

Transformers shall generally comply with the following details:

Situation	:	Outdoors
Mounting	:	Suitable for single pole structure
Type	:	SABS 780
kVA rating	:	100/50 (as indicated on drawings)
No load voltage ratio	:	22000/415/240 volt
Vector group	:	Dyn 11
Parallel operation	:	Not required

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MV & LV connections : External bushings with suitable insulated connections.

The transformers shall be connected on the MV side through the use of links/or fuses as indicated on the drawings.

LV ABC Overhead Lines

LV ABC overhead lines shall comply with the requirements of Senqu's Distribution Reticulation Technology, Electrification Standards and Guidelines as and where applicable. The LV ABC system may share pole structures with the MV system wherever these follow parallel routes.

LV Aerial Bundled Conductor

System Detail - 415/240 volt, 3 phase, 4 wire, 50 Hz
Type ABC - Bare Neutral ABC in accordance with SABS 1418

The following ABC sizes are to be used (aluminium conductors). Ultimate strength

(54.6 BN supporting core) - 16 600 N
1690 kgf

Max working tension

(54.6 BN supporting core) - 6640 N 676 kgf

The ABC shall be installed in strict accordance with the manufacturer's recommendations and so as to ensure that the statutory clearances as specified in the Senqu Distribution Standard are maintained at all times. The Contractor shall submit details of terminations to be used to the Engineer for his approval before installation of the bundle.

Poles

Pole type Wood
Pole lengths 7m/9m
Planting depth 1.3m/1.5m respectively
Pole marker 12mm letters punched on Aluminium plate

Stays

LV stays for wooden poles in the Senqu Distribution Standard. Stays are indicated on the drawings by means of the structure codes.

Flying Stays

LV flying stays for wood poles in the Senqu Distribution Standard and indicated on the drawings by means of the structure codes.

Struts

Strut are as detailed for the MV system.

Line Clamps, Connections, Pole Dressing and Mounting Hardware

All in accordance with Senqu's Distribution Construction Standards.

Connectors

Connectors shall be of the insulation piercing type for main and tap conductors, except for the bare neutral when a double PG clamp will be utilized.

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The connector housing shall be made entirely of weather resistant plastic materials. No metallic parts outside the housing will be accepted (except for the tightening bolt).

The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer's recommendations, without the use of any special tools.

No energized parts shall be exposed or accessible by the operators during installation. Mounting brackets

All mounting hardware shall comply with the Senqu Distribution Standard for bare neutral ABC.

Suspensions bracket max. Vertical load – 700 daN

Strain clamps max. horizontal load - 1500 daN

Brackets are to be manufactured from corrosion resistant materials. Galvanised steel brackets are not acceptable.

Sags and Tensions

Sags and tensions are as detailed for the MV system described in Clause 3.2.3(g)

Surge Arrestors

No surge arrestors are required on the LV system. A 6kV, 10kA impulse surge arrester will be provided on the LV neutral of the transformer.

Civil Infrastructure

The Contractor shall provide the excavations for transmission poles as indicated below.

Pole holes as required for both MV and LV overhead line systems:

Pole excavations:

7m	-	1200mm long 1000mm wide 1300mm deep
9m	-	1200mm long 1000mm wide 1500mm deep
11m	-	1200mm long 1000mm wide 1800mm deep
13m	-	1200mm long 1000mm wide 1800mm deep

Strut and stay holes as required for both MV and LV overhead line systems. Strut and stay excavations: 2000mm long 1000mm wide 1700mm deep

Trenching for structure and operator earthing systems.

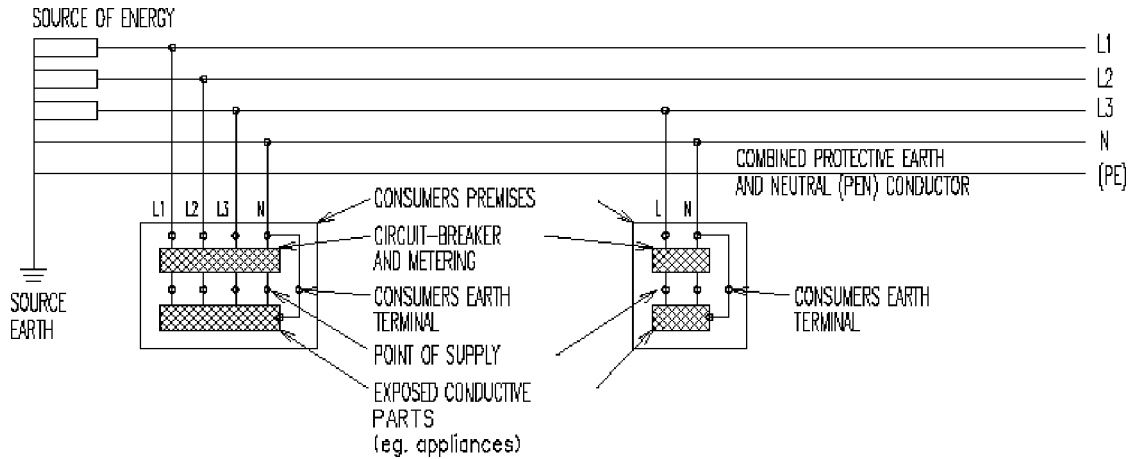
Trench excavation: 300mm wide, 600mm deep.

Earthing

In accordance with Senqu Distribution Standard, with particular reference to:

Earthing system philosophy TN –C – S.

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Results of soil resistivity survey at 2 points.

Min Cu area: 16mm² stranded

12mm² solid

Low Voltage

22 kV system : 70 Ohms

Medium Voltage

22kV system : 30 Ohms

NB. : The extent of earthing must be indicated on the Design, Construction and “ As Built “ drawings.

Allowance shall be made for the supply and installation of the various earthing requirements as listed hereunder.

Bonding all pole top and/or crossarm hardware

Basic pole earthing – MV and LV systems. (All structures not listed below).

Pole mounted transformer tank and MV surge arrestors.

Pole mounted transformer LV neutral.

LV ABC at first structure from transformer.

Budget Energy Controllers

20A ECU's shall be supplied in accordance with Senqu's Specification.

Pole Top Boxes

A pole-top distribution box shall be used to connect all customers from poles along the LV distributor. The pole-top distribution box shall be in accordance with SCSSCAAH3. The 120A MCB inside the pole-top box can be used to connect four customers with 20 A supplies. Where a customer with a 60A supply is to be connected from a pole-top box an additional 63A MCB shall be mounted in parallel with the existing MCB and the customer shall be fed separately.

The pole top distribution boxes are to comply with the requirements of Senqu's Distribution Reticulation Technology, Electrification Standard as and where applicable.

Two way distribution boxes are to be equipped with 1 x 50A circuit breaker.

Four way distribution boxes are to be equipped with 1 x 50A circuit breaker.

Eight way distribution boxes are to be equipped with 2 x 50A circuit breakers.

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The 10mm² core of the service cable shall be used to supply the 63 A MCB from the 50 A MCB as indicated in drawing D-DT-0363. Where a project consists of only 60A connections a pole-top box with a 120 A MCB

shall be used. The 120 A MCB can be used to connect four customers with 60 A supplies. The pole-top box shall be secured to the pole stainless steel strapping D-DT-3131.

Internal House Installation

Only installations with COC's will be connected. ECU's with 4-way outlet boxes will be installed if no electrical installation exits in dwellings.

Clearance between MV and LV Conductors

The line profile for the 22kV line shall satisfy the clearances given in the Occupational Health and Safety Act, Act No. 85 of 1983 (OHS) detailed in the following table. Refer to the Construction Handbook for the minimum vertical clearances of power lines at maximum sag and swing.

Section 15 of the Electrical Machinery Regulations of the OHS Act specifies the minimum clearances between bare conductors and other conductors and objects. This is the minimum distance that must be maintained in all conditions up to a conductor temperature of 50 degrees centigrade and wind pressure of 500Pa. It is assumed that the lower conductor is at ambient temperature during design to establish this clearance.

Table 1. Minimum clearances for bare OH MV lines

Maximum phase-to-phase voltage (kVrms)	Clearance to	Above roads and railway lines	Clearance to	Clearance to buildings and structures not forming part of power lines
	A- Outside town B- Inside town		communication lines and other power lines	
1,1 or less	A – 4,9m B – 5,5m	6,1m	0,6m	3,0m
7,2	A – 5,0m B – 5,5m	6,2m	0,7m	3,0m
12	A – 5,1m B – 5,5m	6,3m	0,8m	3,0m
24	A – 5,2m B – 5,5m	6,4m	0,9m	3,0m

MV line crossing an LV line

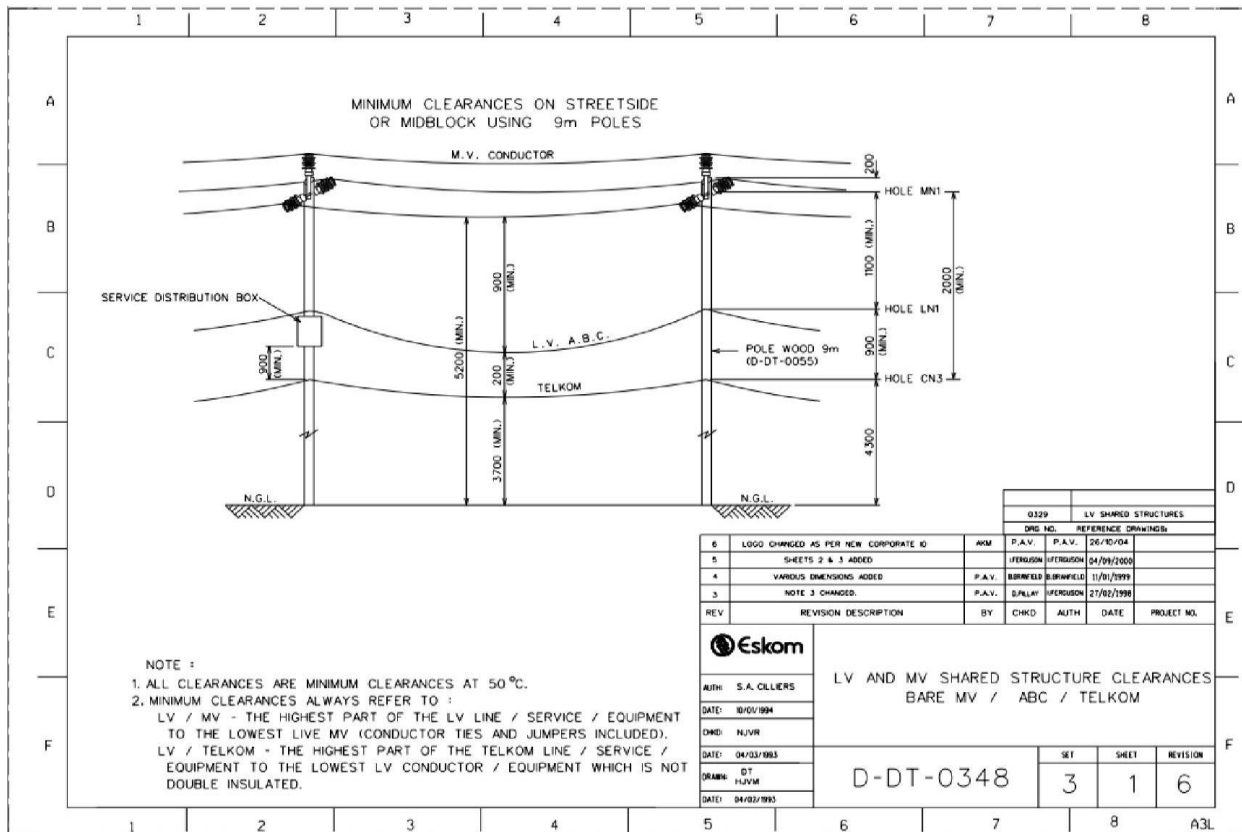
In the case of a MV line crossing a LV line then the spacing of column 6 of the table should be complied with under the conditions specified. For a 22kV line over a LV line the clearance is thus 900mm minimum. Should however a structure supporting the LV line be beneath the MV lines then the clearance between the **MV conductors** and the **LV structure** should be as per column 7 i.e. 3m. This is to provide a safety distance that will allow work to be carried out on LV equipment on the structure in addition to the minimum safety clearance.

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Normal work to be carried out on the power line (e.g. planting/replacing the pole, stringing, tensioning or replacing conductor) will require the isolation and earthing of the MV line in accordance with OPR 6204 (ORHVS) regulation 5.03.

Shared structures

In the case of a set of structures being used to support both MV and LV lines then the clearances in column 6 are used to comply with the Act. For LV conductor running under 22kV conductors on the same structures the minimum clearance to satisfy the Act will be 900mm. The Distribution Standard specifies a minimum spacing between the MV and LV conductors of 1100mm at the attachment point to ensure that the requirement in the Act is met.



Work is able to be carried out on LV equipment on this structure and still maintain the minimum working clearance, e.g. disconnecting, connecting, inspecting or installing a customer service connection, pole top box or streetlight. This is illustrated in figure 1. Normal work to be carried out on the power line (e.g. planting/replacing the pole, stringing, tensioning or replacing conductor) will require the isolation and earthing of the MV line in accordance with OPR 6204 (ORHVS) regulation 5.03.

Semi shared structures

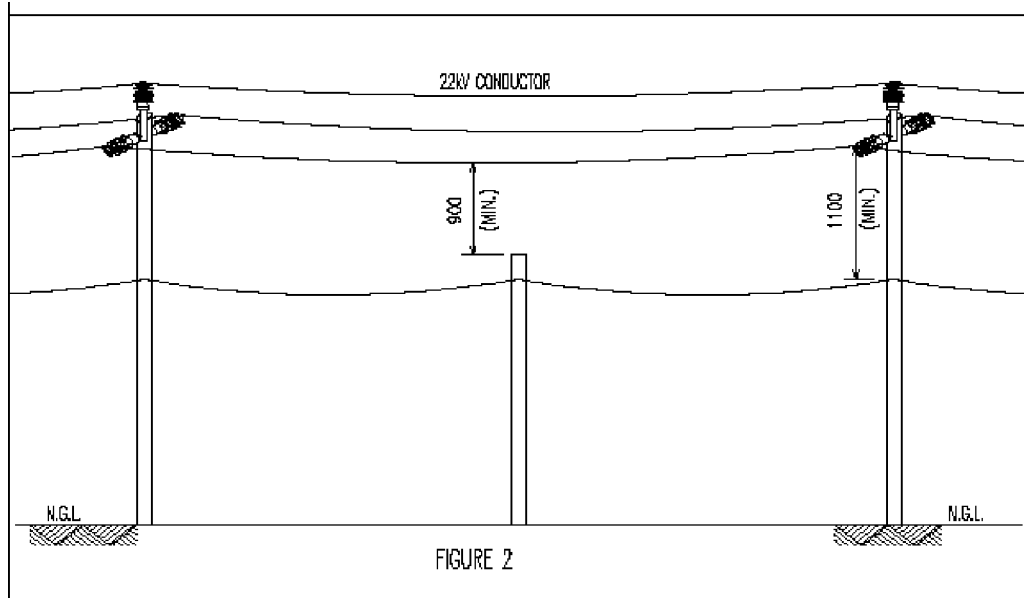
For the case of a LV line running beneath a MV line where the line structures do not all support the MV line then it has been agreed with the Inspector that the spacing as in column 6 will apply. This clearance will apply to the conductors at the common support structures and within the span. At structures only supporting the LV conductors and LV equipment, then the clearance will apply between the MV conductor and the top of the LV structure. Again this clearance is to be the minimum clearance under the case of the MV conductor at 50 degrees centigrade. This is shown in figure 2.

It is further stipulated by the Inspector that, should work be carried on these LV power lines e.g. planting/replacing the pole, stringing, tensioning or replacing conductor, the MV line above the structure should be isolated accordance with OPR 6204 (ORHVS) regulation 5.03. Disconnecting, connecting,

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inspecting or installing a customer service connection, pole top box or streetlight on this pole will be carried out in the same way as would be done on a shared structure.

It must be noted that this DHO does not intend to restrict work in terms of the standard practices provided for in OPR 6204 (ORHVS) Regulation 5.03.6.3 – Work in close proximity or, OPR 6204 (ORHVS) Section 7 – Live Work. This implies that certain work on the power line (LV or HV) can commence with both systems alive utilizing prescribed live work techniques.



Clearances for Equipment mounted on Power Line Structures

Table 2, column 2 gives a minimum safety clearance for each system voltage. This is the minimum distance to an energized conductor that a person may approach with reasonable safety. There is a reasonable safety margin built into these distances to ensure that there will be a low probability of breakdown of the air between the conductor and a person at this distance.

The determination of clearances for specific cases is based on the determination of an “object” space, which is added to the electrical clearance. As an example the clearances given in Table 1 column 3, minimum clearance to a power line above ground outside townships, is based on an object space of 4.9m. The object in this case is the largest vehicle that will normally pass under the power line. This 4.9m object clearance is added to the electrical clearance of 0.3m at 22kV to give the 5.2m clearance for a 22kV power line.

Table 2: Minimum clearance for live terminals of equipment mounted on line structures

Maximim rated phase to phase voltage	Minimum clearance in meters	
1.1 or less	-	3.6

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7.2	0.15	3.7
12	0.20	3.9
24	0.32	4.0
36	0.43	4.2

While the height of the power line is specified in the regulations the case of electrical equipment mounted on power line structures is not. The object space for this type of situation and the subsequent overall ground clearance was agreed to with the Inspector. The clearances are given in table 2. This is as per the Department of Manpower reference 34/2/4/1/2 of 5 May 1992.

The clearances given in Table 2 are the clearance between the live terminals of the structure-mounted equipment and ground level. Since the equipment that Senqu install on poles does not have bushings at a consistent height from the base of the equipment the Distribution Standard mounting heights have been developed by ensuring that the equipment base is at a height of 4m from ground level.

Low Voltage

ABC (Without Telkom) ABC (With Telkom)

- a) Main roads : 5,1m : 5,3m
- b) Across roads in townships : 4,7m : 4,9m
- c) Along roads : 3,7m : 3,7m
- d) Across plots : 3,3m : 3,5m

Note that Senqu and Telkom have agreed that a minimum clearance of 1,8m will be provided between bare Senqu power lines above 1,1 kV, and communication lines at crossing points. For exemptions see part 0 of the Distribution Standard.

Midspan clearance (Shared services)

Not less than 0,2m between insulated LV power cables and telecommunication cables.

Not less than 1,5m between bare MV power conductors and telecommunication cables at the worst condition of sagging.

Telkom ground clearances

- over roads: 6,1m
- along roads in town: 3,6m
- along roads outside town: 3,0m

Clearances at attachment points on a structure

- a) Telkom to ground : 4,3m
- b) Telkom to low voltage conductor : 0,9m
- c) Telkom to medium voltage conductor : 1,5m

Service cables

- a) Main roads : 5,2m

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- b) Across roads in townships : 4,7m
- c) Along roads : 3,0m (align with Telkom)
- d) Over private property : 2,5m

The Contractor's obligations under the Contract comprise the construction and completion of the Works. The provision of all labour, materials, construction plant, temporary works and everything, whether of a temporary or permanent nature required in and for such construction and completion so far as the necessity for providing the same is specified in or reasonably to be inferred in the Contract.

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(14.2) PARTICULAR SPECIFICATION

Number	Heading
1	SITE DATA
2	MATERIAL QUALITY SPECIFICATION
3	ELECTRICAL CABELING
4	MV CABLING
5	ABC CONDUCTOR
6	TRANSFORMERS
7	COMBINATION UNITS FOR CONNECTION TO THE EXISTING 11KV NETWORK
8	EARTHING
9	POLES AND STRUCTURES
10	BUNDLE (ABC) SERVICE PROTECTION POLE BOX
11	ABC CLAMPS
12	SERVICE CONNECTION CABLES
13	RESIDENTIAL UNITS AND RELATED
14	STREETLIGHTING MATERIALS
15	ACCESS FOR EQUIPMENT
16	SIGNS AND NOTICES
17	PRODUCT SPECIFICATION COMPLIANCE CHECKLIST

1 SITE DATA

Note that the following site data is for tender purposes only. It is the responsibility of the Contractor to verify the data for design purposes.

It is the Contractor’s responsibility to acquaint himself with the site conditions as well as the nature and strata of material on site. No additional claims will be entertained over and above the tender rates as submitted by the Contractor due to the lack of knowledge by the Contractor about the site conditions.

All the material and equipment being supplied in terms of this Contract shall be suitable for continuous operation at the total specified output or capacity under the following conditions:

Project Location and characteristics	Electrification of Households in Mountain View, Sterkspruit
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Applicable site conditions	Unit	Value
Maximum Absolute Temperature	°C	40
Minimum absolute Temperature	°C	-5

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Monthly average temp. of the hottest month	°C	26
Corrosion conditions	-	Aggressive
Pollution conditions	-	Moderate
Relative Humidity	%	95% max, 5% min
Atmosphere	-	Salt laden Dry in summer Damp in winter
Monthly average rain	mm	15
Prevailing wind direction	-	Summer - south easterly Winter - north westerly
1:50 Year quantiles of annual maximum gusts	m/s	35-40
1:50 Year quantiles of annual maximum hourly mean wind speeds	m/s	20-25
Distance from sea	km	5.8
Air dust maximum (not existent, low, medium, high, extremely high)	-	Medium dusty
Soil average thermal resistivity		1,2 EC m/W may reach 3,0 EC m/W
Lightning stroke density	/km ² /year	<2
Earthquake category		N/A
Noise general work area	dB (A)	Up to 100 at ramming machine
Noise increase at fence	dB (A)	5

Electrical network status	Value
Maximum short circuit current at the Substation	22/11/ kV - 25 kA 400 V – 35 kA
System nominal voltage	22/11 / 0.400 / 0.230 kV
System highest voltage	24/12 / 0.45 / 0.26 kV
Contractual voltage	22/11 / 0.42 / 0.242 kV
Frequency + possible variation	50 Hz ± 1%
Neutral grounding system	Solid
Upstream protection	22/11kV circuit breakers

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2 MATERIAL QUALITY SPECIFICATION

The Contractor shall ensure that all components and materials supplied are designed, manufactured and tested in accordance with the latest applicable IEC and SANS standards.

Equipment Products, Components and/or Accessories must conform to all applicable Product Safety Standards appropriate for the intended markets.

The Contractor shall ensure appropriate certification and independent testing has been carried out on any materials and products proposed.

The Contractor shall ensure materials and products used are suitable for the specified service conditions.

The Contractor shall ensure that all works, materials, parts, components etc. supplied shall be new.

The Contractor shall ensure materials and products delivered to site bear the manufacturer's name, brand name and any other data required to verify that their performance and specification complies with the requirements of this document and the Employer's Project Specific Requirements.

3 ELECTRICAL CABLING

All cable and cabling equipment and services supplied shall comply with the standards listed below:

- SANS 97 - Electrical Cables Impregnated paper insulated metal-sheathed cables for rated voltages 3,3 kV to 19/33kV.
- SANS 1213 Mechanical Cable Glands.
- SANS 1339 - Electric Cables Cross-linked polyethylene(XLPE) insulated cables for voltages from 3,8/6,6 kV to 19/33kV.
- SANS 1507 Part 1: General - Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300 V).
- SANS 1507 Part 2: Wiring Cables - Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300 V).
- SANS 1507 Part 3: PVC Distribution cables - Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300 V).
- SANS 1507 Part 4: XLPE Distribution cables – Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3300 V).
- SANS 1507 Part 5: Halogen-free Distribution Cables - Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300 V).
- SANS 1507 Part 6: Service cables - Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300 V).
- SANS 10198 Parts 1-14: 2004 The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 1 to 14.
- SANS 1213 Mechanical Cable Glands.
- NRS 074-1/2 Low Voltage cables systems.

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- Requirements for cables for use in photovoltaic systems: 2Pfg1169" by TÜV.

4 MV CABLING

General: The selection, handling and installation of electric cables shall meet the requirements of SANS 10198 Part 1 to Part 14.

Trenching: The trench section requirements are indicated on the Drawing(s). Trenching for all cabling will be the responsibility of the Contractor.

All cable routes and positions must be confirmed on site by the Employer prior to trenching. The Contractor shall not commence with the backfilling of trenches without prior notification to the Employer so that the cable installation may be inspected. Should the Contractor fail to give a timeous notification, the trenches shall be re-opened at the Contractor's cost. Such an inspection by the Employer will not be unreasonably delayed.

MV cables: 300Al 11/11kV PILC Table 18 cable MV cable shall be used.

The cable shall be sealed at both ends.

Jointing and terminations shall be in accordance with the manufacturer's instructions by approved jointers experienced in this type of work.

The cables shall be delivered on drums in such lengths as to ensure that the cable lengths between terminations and joints, and between joints, will be approximately equal.

Cable Route Markers shall be placed at:

Approximately every 50 meters along a straight run;
Above every change in direction of the cable;
Above cable joints.

Survey Beacons and Benchmarks: The Contractor shall be responsible for the preservation of all land survey, or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor, or his subcontractor, the pegs or beacons are to be replaced by a registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Employer at the Contractor's expense.

Information on the position of all such pegs will be made available to the Contractor by the Employer on request.

The Contractor is to ensure that no spoil is placed over an erf peg or benchmark and that these are adequately protected during the Contract Period.

Spoil Material: The indiscriminate spoiling of material will not be permitted. All surplus or unsuitable material removed from excavation shall be spoiled in designated areas, as directed by the Employer.

Marker Tape: PVC warning tape of nominal width 300 mm and conforming to the requirements of SABS 1500 SC paragraph 3.7 shall be laid over the 11 kV cable, accepting that tape need not be provided over cables where these pass through sleeves or ducts.

Cable Protection Slabs: Precast concrete protection slabs, 1000mm x 300mm x 60mm (40kg), or interlocking 1mm thick Polypropylene with a nominal width of 250mm and 1 meter standard length.

Type Testing of 11 kV Cables: If so required by the Employer, type tests results in accordance with SANS 97 shall be submitted to him before the manufacturer supplies the cable.

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Electrical Tests on 11 kV Cables after Installation: The Contractor shall give the Employer at least two days' notice of when the completed installation will be ready for inspection and site testing.

Each cable including its joints and terminations shall be subject to the test as specified by SANS 97.

5. ABC CONDUCTOR

5.1 LOW VOLTAGE ABC

APPLICABLE STANDARDS

SANS 1418: ABC Conductor systems

SPECIFIC REQUIREMENTS

Dimensional, electrical and mechanical properties shall comply with the data for the corresponding cable sizes found in the tables published in SANS 1418 for 600/1000V [ABC](#). [LV](#) ABC cables shall have hard-drawn, stranded and compacted aluminium conductors insulated with UV resistant, carbon-loaded XLPE.

The LV ABC cable shall be of the **Supporting Core** type (French system) consisting of 3 phase conductor cores of equal cross-section, and a single 25mm² streetlighting core, laid-up around a 54.6mm² aluminium alloy supporting neutral core insulated with UV resistant, carbon-loaded XLPE. When installed, the supporting core shall be the strain-bearing core from which the ABC cable is suspended.

The ABC shall be compatible and suitable for use with standard LV ABC splices, strain clamps, suspension clamps, end caps and 6kV insulation piercing Tee-off connectors to form a waterproof insulated system.

The handling, stringing and tensioning of the Aerial Bundle Conductor shall be strictly according to the manufacturer's specifications.

CABLE DRUMS

Cables in the range 35mm² to 120mm² shall be delivered in 300m lengths coiled on steel-reinforced wooden cable drums of **suitable strength** and dimensions to facilitate lifting and rotating by means of an axle inserted through the centre, without damaging the cable.

Cable drums shall be **suitably dimensioned** to ensure that the cable coils exceed the minimum bending radius and to ensure that coils are properly contained within the flanges. The full drum shall

be **properly enclosed** for transportation by means of planks nailed across the width round the complete periphery of the drum.

The inner and outer **ends** of the cable shall be **properly sealed** to prevent ingress of moisture during transport and outdoor storage. The cable drum shall be **clearly and indelibly marked** on the outside of the wooden flange with the following information: -

- Manufacturer
- Manufacturer's identification serial or stock number for the particular length of cable
- Date of cable manufacture
- Type of cable, drum length and conductor material and size
- Municipal Order/Project Number
- A curved arrow showing the correct direction for rolling the drum when installing the cable
- Gross mass of the full drum in kg.

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5.2 MEDIUM VOLTAGE ABC

APPLICABLE STANDARDS

SANS 1713: MV ABC 3,8/6,6kV to 19/33kV

SPECIFIC REQUIREMENTS

Dimensional, electrical and mechanical properties shall comply with the data for the corresponding cable sizes found in the tables published in SANS 1713 for 3,8/6,6kV to 19/33kV ABC. MV ABC cores shall have hard-drawn, stranded and compacted aluminium conductors surrounded by an extruded conductor screen, XLPE insulation, an extruded insulation screen, a taped core screen and a copper screening tape, all enclosed in a UV protected PVC serving.

The MV ABC cable shall consist of 3 phase conductor cores of equal cross-section, laid-up around a galvanized steel wire catenary coated with a UV protected PVC serving. The 3 conducting cores shall be phase-identified by numerals 1, 2 & 3 embossed on the serving surface. When installed, the catenary wire shall be the strain-bearing core from which the ABC cable is suspended.

The ABC shall be compatible and suitable for use with standard MV ABC strain clamps, suspension clamps and MV splices and terminations to form a waterproof insulated system for operation at a service voltage of 11/22kV.

The handling, stringing and tensioning of the Aerial Bundle Conductor shall be strictly according to the manufacturer's specifications.

CABLE DRUMS

Cables in the range 50mm² to 95mm² shall be delivered in 300m lengths coiled on steel-reinforced wooden cable drums of **suitable strength** and dimensions to facilitate lifting and rotating by means of an axle inserted through the centre, without damaging the cable. Cable drums shall be **suitably dimensioned** to ensure that the cable coils exceed the minimum bending radius and to ensure that coils are properly contained within the flanges.

The full drum shall be **properly enclosed** for transportation by means of planks nailed across the width round the complete periphery of the drum. The inner and outer **ends** of the cable shall be **properly sealed** to prevent ingress of moisture during transport and outdoor storage. The inner sealed end shall be brought out through a hole in the side flange so that it can be inspected without uncoiling the cable.

The cable drum shall be **clearly and indelibly marked** on the outside of the wooden flange with the following information: -

- Manufacturer
- Manufacturer's identification serial or stock number for the particular length of cable
- Date of cable manufacture
- Type of cable, drum length and conductor material and size
- Municipal Order/Project Number
- Curved arrow showing the correct direction for rolling the drum when installing the cable
- Gross mass of the full drum in kg.

TEST CERTIFICATES

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A copy of the Manufacturer's electrical test certificate for each drum of cable supplied must be

forwarded to demonstrate compliance with the requirements of SANS 1713.

6 TRANSFORMERS

General Requirements

Transformers shall comply with the requirements of SANS 780 and NRS 005 and shall carry the SANS mark together with the relevant specification number on the outside of the tank. Newly manufactured transformers are required. **Re-built transformers as well as Aluminium foil windings will not be accepted.**

With reference to Appendix A of NRS 005 the following

requirements shall apply: Construction Requirements

16kVA to 500kVA transformers shall be of the outdoor type and hermetically sealed by means of welded covers. 800kVA and 1000kVA transformers shall be of the indoor type.

Bushings for transformers up to and including 500kVA shall be provided with arcing horns. Transformers shall be of the low loss type. The rating of the low voltage neutral terminal shall be at least 50% of the rated current of the line terminals.

Rated voltages:	11000/420/242 volt.
	22000/420/242 volt
Vector Group:	DYN11
Insulation level:	95kV
The earthing method for both MV and LV system:	solid.
The prospective three phase MV fault level:	minimum 12kA.

All distribution transformers shall be provided with a MV off-circuit tapping switch which can be externally operated to vary the nominal voltage ratio by plus and minus 2 1/2% and 5%.

Specific Requirements

The complete tank of the 16kVA up to 500kVA transformers, including cooling tubes and radiator fins, as well as any fixing brackets, shall be galvanised in accordance with the requirements of SANS 763, or of 3CR12 steel. The rating plate must specifically indicate material as "Galvanised to SANS 763" or "CR12" The 800kVA and 1000kVA transformers shall have bolted covers.

100kVA up to and including 500kVA transformers shall have skid underbases. Transformers must be equipped with integral distribution kiosk (Peanut type) with internal Circuit Breaker switch as per Knysna Municipal specification

100kVA up to and including 500kVA transformers shall have mounting brackets for standard lightning arresters. Alternative offers which may be of technical or financial advantage to the purchaser may be submitted.

Transformers shall be externally painted as follows: -

Paint finish:

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Primer: Calcium Plumbate (24 hours drying)

1st Coat: Chlorinated Rubber

2nd Coat Chlorinated Rubber

The colour of enclosures shall be C12 "AVOCADO" in accordance with SABS 1091.

7 COMBINATION UNITS FOR CONNECTION TO THE EXISTING 11KV NETWORK

The unit shall be similar or equal to Live Line Technology type.

The combined cut-out fuse and drop-out surge arrester unit, referred to as a combi unit, shall be a device that has the functionality of a standard cut-out fuse, as well as the functionality of a distribution class drop-out surge arrester, built into a single device.

The unit shall comply to the Eskom specification, DSP 34-1962: Distribution Specification – Part 4: Specification for a combined cutout fuse and drop-out surge arrester unit.

All surge arrestors to be earthed.

8 EARTHING

Reticulation Network

The neutral conductor of the Aerial Bundle Conductor system shall be earthed at various positions.

Earthing positions is as follows:

- The MV side of the transformer shall be earthed by means of 63mm earth conductor
- The LV side of the transformer shall be earthed by means of 63mm earth conductor o MV and LV earthing to be separated by 5m – see Eskom specifications
- The first pole on each feeder shall be earthed by means of 35mm earth conductor pole coil;
- The last pole on each feeder shall be earthed by means of 35mm earth conductor pole coil;
- Any T-off pole on each feeder shall be earthed by means of 35mm earth conductor pole coil;
- All 5.4m poles supplying residential units shall be earthed by means of 16mm earth conductor pole coil.

A pole coil is defined as a coil of earth conductor around the base of the distribution pole as well as under the pole, installed while the pole is being planted and connected to the neutral of the distribution network. The end of the earth conductor shall be connected to a copper coated earth spike by means of an approved clamp, should the required earth reading not be obtained.

The estimated length of the earth is as follows:

- Length of Pole: 9 m
- Pole Coil: 3 m
- Total Length : 12 m

The earth conductor shall be connected to the Aerial Bundle Conductor neutral by means of an approved clamp. The earth conductor shall be installed in a 20mm x 4m Bosal Galvanised kicker pipe, strapped to the poles.

Residential units

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Earthing shall be generally in accordance with SANS 10142-1:2012 Code of Practice for the Wiring of Premises, the latest amendments and the Occupational Health and Safety Act (Act 85/1993) as amended to date and SABS 0199, Earth Electrodes, Design and Installation..

9 POLES AND STRUCTURES

Poles and structure to comply with dimensions and specifications as indicated on the drawings and the bill of materials.

All poles used for the distribution network, shall comply with the following minimum requirements:

Table of minimum diameters of pole tops corresponding to poles capable of withstanding fibre stress of 55 MPa.

LENGTH (m)	MIN. TOP DIAMETER (mm)
9	160
10	160
11	180
12	180
13	180
14	180
16	180

10 BUNDLE (ABC) SERVICE PROTECTION POLE BOX

The bundle box must be equal and similar to the Golnix pole top box type with door and warning sign. The box shall accommodate 1 to 6 or 1 to 9 – DIN rail mounted Conlog wBEC44 split Pre-Payment meters and CBI 5kA 30A SP Curve 1 circuit breakers for respective house service connections.

The Bundle Box must be equal or similar to the Golnix Ap1 (6-way) or Ap2 (9-way) pole mount type with lockable thru lock, top hinged door and manufactured from UV stabilized polyethylene material or glass reinforced polyester. The colour pigment incorporated into the enclosure shall be even. The colour shall be light grey or green in accordance with SANS 1019. The exterior finish of the enclosure shall be smooth. The danger sign shall be the mould in graphic type, no stickers or pop riveted danger signs allowed.

The box must be sized so as to accommodate 6/9 x 60 a single phase breakers (CBI type) for respective house connections and space only for 6/9 x split prepayment meters.

The box must be equipped with a clip rail for mounting the circuit breakers and one for the SPP meters. One 10 way earth bar must be supplied and fitted into the box.

One 10 way neutral bar must be supplied and fitted into the box.

10/13 x no 1 pvc black compression glands to be fitted to the underside of the box.

4 x 2.5 metre long 16mm tails, colour coded (r/w/bl/bk) to be supplied.

Two pole mounted brackets of 1.2mm thick type 316 stainless steel, must be mounted by means of stainless steel bolts, s/washer, f/washer and nuts to the rear of the box to accommodate 20mm strapping.

11 ABC CLAMPS

Connectors shall be Sicame or similar approved. **All Neutral connections shall be made with double clamps on Neutral conductor.**

The following clamps watertight insulated piercing connectors rated at 6kV shall be used:

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ABC T-off:	Sicame TTD401F (or similar approved)
ABC Feeder to Yorkbox:	Sicame TTD151F (or similar approved)
ABC Feeder to ABC road crossing:	Sicame TTD201F (or similar approved)
ABC Feeder to Street Light:	Sicame TTD051F (or similar approved)

The following Strain and suspension clamps shall be used:

Complete Strain clamp assembly for 70mm² ABC or 95mm² ABC

- Including 70mm² ABC or 95mm² ABC strain clamp;
- Strain Pole Bracket
- Pigtail Bolt

Complete Suspension clamp assembly for 70mm² ABC or 95mm² ABC

- Including 70mm² ABC or 95mm² ABC Suspension clamp;
- Suspension Pole Bracket
- Pigtail Bolt

See schematic and BOQ for more information.

12 SERVICE CONNECTION CABLES

The service connection cables shall be Aberdare (or similar approved) Airdac SNE cables (with pilot cores) manufactured to SABS 1507 and NRS 063. All service connections shall be 10 mm² Cu.

The service connection cable shall be coiled on the roof with enough slack for the electrical contractor to install the cable up to the metering unit as well as to leave a loop to avoid water from entering the unit.

13 RESIDENTIAL UNITS AND RELATED

The successful contractor shall be responsible for the supply and installation of a pre-wired Small Power Distribution Unit (SPDU – Ready Board)

A registered accredited installation electrician shall exercise general control at all times and shall be responsible for issuing the COC.

General:

Copy of the contractor's registration with the Department of labour shall be attached to this tender.

A schematic representation of the required wiring for the residential units are indicated below:

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PRE-WIRED SPDU

SPDU's:

The ready board shall be rated for use in a 240V system and shall comply with NRS 019. Ready boards must be manufactured of fibre or DMC and completely fitted and fully wired and tested to SANS 1619 and SANS 10142, with at least the following equipment:

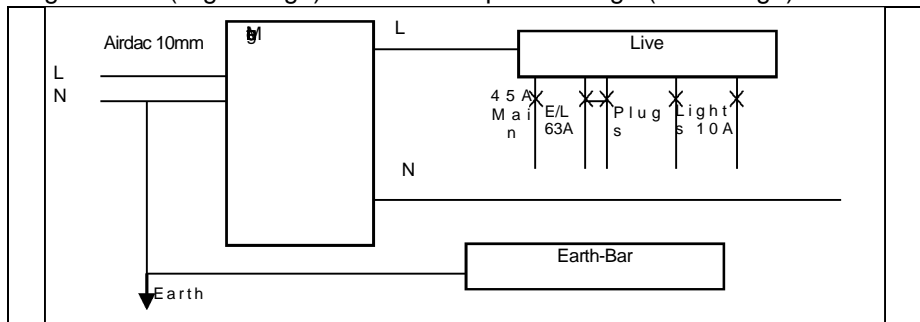
In its basic form, the surface mounted Readyboard must be a robust construction and provide for

lighting, cooking and power usage. It must be compatible with all types of prepayment meters.

The Readyboard must be fully extendable for conduit or cable and must include a IP66 bulkhead light fitting (NOT PVC) rated at 100 watts, switched by a 10 -ampere switch fitted onto the bottom hinged door or the side of ready board.

3 x 16A (Three sixteen-ampere) earthing contact flush mounted socket outlets, must be fitted onto the bottom of the hinged door of the Readyboard.

1 x Socket outlet must be for a plug-in stove (High usage) and the 2 x Socket outlets for general power usage (low usage). The socket outlets must have the marked description of Plug-in stove (High usage) and General power usage (Low usage).



A tamper resistant sealing facility must be provided between the fixed portion of the board and the

hinged door.

The door must be secured by means of star-type screw heads.

The Readyboard must meet all National specifications and SANS 10142 standards.

The following recommended low voltage protection must be installed in the Readyboard fitted onto 13 mm galv. steel clip tray:

Main Breaker: 1 x 60A for main switch

Earth Leakage: 1 x 60A single pole earth leakage protective unit, 30mA, 2.5kA, useable as disconnecter as per SANS 1 0142.

Light Breaker: 1 x 10A single pole 2.5 kA circuit breaker for lighting circuit.

Additional Breakers: 2 x 20A single pole 2.5 kA circuit breakers for the low wattage socket outlet circuits.

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Faulty plugs should be replaced from the outside of the readyboard without opening the readyboard.

Provision must be made for knockouts for additional circuit breakers if so required.

The Readyboard must be fitted with a warning label and circuit identification labels mechanically fixed to the hinged cover.

Only SANS approved internal stranded wiring will be accepted and which must be correctly colour-coded.

The operating voltage of the Readyboard must be 240Volts, and must have a maximum interrupting capacity of 10kA.

Only approved material for Circuit breakers and Earth leakage, similar as the ABB or CBI type breakers are needed that adhere to SANS 1 0142.

An energy saving LED lamp of 6 Watt must be included

SANS test reports to be included, if not included, tender will be disqualified.

National Electrical Test Facility test certificates to be included for Plugs, Circuit Breakers, Earth Leakage and Ready board.

Provision should be made, to replace faulty Ready boards within the guaranteed period, when

the fault was not caused by the negligence of the owner.

Note: Guarantee period = 12 Months from installation.

Samples must be submitted with Tender document on date of closing, as stated in the advert.

Where any plaster, brickwork or any part of the structure is damaged during construction, the contractor will have to make good such damage as well as sealing off any holes to satisfaction of the consulting engineer.

Earthing:

Bonding and earthing of steel or copper water pipes, plugs, lights etc. to be to Municipal regulations and SANS 10142. The Municipality will supply as part of the reticulation network a TN-C earthing system, via the Airdac Service cable.

Electricity metering units:

The successful contractor shall install the Airdac supply cable directly to the dwelling from the split prepayment meter mounted on a DIN rail in the pole box. The service cable to the dwelling shall be wired directly to the readyboard which shall be mounted on two standard approved powder coated galvanized rails as base or wooden back board.

The main supply shall be connected to the meter before connection to the ready board. All installation requirements shall be adhered to and the meters shall be sealed after installation. All prepayment metering units supplied by the Tenderer shall be same as the current approved Municipal meters (Conlog wBEC44 Integrated wireless meter range).

The tenderer is to issue the Wireless User Interface Unit wUIU to the listed owner of the property with batteries installed when the CoC is completed and the supply is officially switched on. The listed owner is to sign a receipt for the wUIU that must be submitted to the municipality with the completed CoC and GPS co-ordinates.

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Plaster and Brickwork:

Where any plaster and brickwork are damaged, the contractor will have to make good such damage as well as sealing off any holes to satisfaction of the consulting engineer. A 20mm PVC pipe will be installed through the wall for the service connection cable. Should this not be done, the electrical contractor shall drill a similar hole.

As Built | GIS information

The as built information shall be supplied to the electrical consulting engineer on a monthly basis. The GPS coordinates on all information shall be of an accuracy equal or better than 1m. This shall include all GPS positions of the prepayment metering units.

14 STREETLIGHTING MATERIALS

The installation of streetlights is not required for this project:

- Street Lights, or similar approved, Luminaires side entry;
- LED globes;
- 600mm outreach arm to mount on reticulation network poles;
- Streetlight to be protected with 5A fly-fuse.

LUMINAIRES

General

All luminaires shall bear the SANS mark and the relevant specification number must appear on the outside of the luminaire. Streetlight luminaires shall comply with the requirements of SANS 1277 Luminaires shall be supplied complete with lamps. Luminaires shall have a degree of protection that complies with SANS 60598-2-3. The categories shall be: Part 1-1990 Code of Practice Table B-1. The categories shall be:

Lamp compartment : IP65

Control gear compartment : IP65

The IP rating shall be certified by an SANS Test Report tested in accordance with the latest edition of SANS 60598-2-3.

Housing:

The luminaire housing shall be made of die cast aluminium alloy or glass fibre reinforced polyester. The housing shall be tough, vandal resistant and absolutely corrosion resistant. All clips, hinges, screws, bolts, nuts etc. shall be of stainless steel or other corrosion resistant, unbreakable material. Gaskets sealing the lamp compartment shall be of silicon sponge rubber.

CONTROL GEAR

The following equipment shall be provided as indicated on the drawings:

- 63A, 5 kA, three phase, main breaker;
- 60A three pole contactor with 230V coil;
- 1A, 5kA circuit breaker for the photo cell and contactor;
- Three position bypass switch for selection between the following:
 - Isolate street lighting
 - Photo cell control
 - Switch contactor on
- A three phase kWh metering unit will be installed to measure the consumption;
- The wiring between the photo cell and the control equipment shall be done with 1.5mm² PVC insulated conductors;

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- A minimum of 3 x 30A single pole, 5kA, street light supply circuit breakers shall be installed.

15 ACCESS FOR EQUIPMENT

The Contractor shall investigate each area/space through which equipment must be moved. Where necessary, equipment shall be shipped in sections of size suitable for moving through spaces available.

The Contractor is responsible for acquiring the necessary way leave to move equipment and material over non municipal property.

No trees, bushes, etc. may be damaged and/or removed before approval by the Engineer.

16 SIGNS AND NOTICES

- 16.1 Signs and notices shall comply with Knysna Municipal specifications.
- 16.2 All items that must be identified with non-corrosive non-fading labels in order to operate the Works effectively and safety. All labels shall be in English.
- 16.3 Note the following minimum labelling requirements:
- Transformers to be labelled as described above.
 - All cable terminations shall be labelled with stainless steel Dymo type or similar approved, securely fixed with cable ties, indicating the destination of the cable in approved detail.
 - All wiring terminations shall be labelled with approved markers.
 - All service connections breakers to be labelled with erf numbers or as instructed by the Engineer.

Legal notices: The standard danger notice required in terms of the Occupational Health and Safety

17 PRODUCT SPECIFICATION COMPLIANCE CHECKLIST

Description	Information required	Particulars of equipment to be
TRANSFORMERS		
16 kVA 11/0.23kV Pole mounted transformer	Supplier	
	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	Efficiency @ 1.0 PF 1/2 load	
	Frequency	
25 kVA 11/0.42kV Pole mounted transformer	Supplier	

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	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	tap changer	
	Vector Group	
	Efficiency @ 1.0 PF $\frac{1}{2}$ load	
	Frequency	
50 kVA 11/0.42kV Pole mounted transformer	Supplier	
	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	tap changer	
	Vector Group	
	Efficiency @ 1.0 PF $\frac{1}{2}$ load	
	Frequency	
100 kVA 11/0.42kV Pole mounted transformer	Supplier	
	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	tap changer	
	Vector Group	
	Efficiency @ 1.0 PF $\frac{1}{2}$ load	
	Frequency	
200 kVA 11/0.42kV Pole mounted transformer	Supplier	
	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	tap changer	
	Vector Group	
	Efficiency @ 1.0 PF $\frac{1}{2}$ load	
	Frequency	
315 kVA 11/0.42kV Pole mounted transformer	Supplier	

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	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	tap changer	
	Vector Group	
	Efficiency @ 1.0 PF $\frac{1}{2}$ load	
	Frequency	
16 kVA 22/0.23kV Pole mounted transformer	Supplier	
	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	Efficiency @ 1.0 PF $\frac{1}{2}$ load	
	Frequency	
25 kVA 22/0.42kV Pole mounted transformer	Supplier	
	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	tap changer	
	Vector Group	
	Efficiency @ 1.0 PF $\frac{1}{2}$ load	
	Frequency	
50 kVA 22/0.42kV Pole mounted transformer	Supplier	
	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	tap changer	
	Vector Group	
	Efficiency @ 1.0 PF $\frac{1}{2}$ load	
	Frequency	
100 kVA 22/0.42kV Pole mounted transformer	Supplier	
	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	

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	tap changer	
	Vector Group	
	Efficiency @ 1.0 PF 1/2 load	
	Frequency	
200 kVA 22/0.42kV Pole mounted transformer	Supplier	
	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	tap changer	
	Vector Group	
	Efficiency @ 1.0 PF 1/2 load	
	Frequency	
315 kVA 22/0.42kV Pole mounted transformer	Supplier	
	SABS mark	
	Comply with SANS 780	
	Windings	
	Voltage ratio	
	tap changer	
	Vector Group	
	Efficiency @ 1.0 PF 1/2 load	
	Frequency	
POLES		
11m wooden poles	Diameter of top	130mm
9m wooden poles	Diameter of top	120mm
EARTHING		
Earthing on Medium voltage side of transformer	Description of allowance	
Earthing on Low voltage side of transformer	Description of allowance	
35mm Cu Pole coil earth as per project specification	Description of allowance	
16mm Cu Pole coil earth as per project specification	Description of allowance	
Earthing of Residential unit to SANS 10142	Description of allowance	

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DB Board & POLE BOXES		
Transformer, Distribution Board	Supplier	
	Allowance for main breaker	
Pole top box	Supplier	
Readyboards	Supplier	
CABLES		
11kV Arial Bundle Conductor	Supplier	
	SANS 1713 compliance	
LV Arial Bundle Conductor including streetlight Core	Supplier	
	SANS 1418 compliance	
600/1000 V PVC PVC SWA PVC cables	Supplier	
10 mm ² Airdac service connection cables	Supplier	
	SABS 1507 compliance	
CIRCUIT BREAKERS		
Main and Feeder breakers in Main DB's	Supplier	
	SABS mark	
30A single phase circuit breakers wired into Pole box with all accessories required	Supplier	
	SABS mark	

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(14.3) GENERAL REQUIREMENTS

1 TESTING AND COMMISSIONING

- 1.1 The Contractor shall also allow for the final testing and commissioning, to the satisfaction of the Engineer, of the complete installation.
- 1.2 Testing shall be conducted in the presence of the Engineer. At least 5 days' notice shall be given before any commissioning tests are carried out.
- 1.3 The test programme shall include for all items to prove the safe and correct operation of all parts of the installation, and shall cover in particular the following:
- 1.4 The tests shall include for all items to prove the safe and correct operation of all parts of the installation.

STANDARDS, PARTICULAR SPECIFICATIONS AND NORMATIVE REFERENCES

The following documents contain provisions that, through reference in the text, constitute provisions of this specification and as such form part of the requirements for this contract:

SANS 10142-1& 2 Wiring of premises: Part 1 & 2

- SANS 97 *Electric cables – Impregnated paper-insulated metal-sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables).*
- SANS 15T 36-3 *Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) – Part 3: PVC Distribution cables.*
- SANS 10292 *Earthing of low-voltage (LV) distribution systems.*
- SANS 780 *Distribution transformers.*
- SANS 1037, *Standard transformer bushings.*
- SANS 556-1 *Low Voltage Switchgear, Part 1.*
- SANS 10198 Part II: *Cable type and installation methods*
- SANS 10198 Part III: *Earthing systems: General conditions.*
- SANS 10198 Part VI: *Transport and storing*
- SANS 10198 Part VIII: *The installation of cables*
- SANS 10198 Part IX: *The jointing of cables*
- SANS 10198 Part X: *The jointing of paper lead cables.*
- SANS 10198 Part XI: *The jointing of polymer cables.*
- SANS 10198 Part XII: *The installation of earthing systems.*
- SANS 10198 Part XIII: *Testing, commissioning and fault finding.*
- SABS 1200 LC – 1980: *Cable Ducts*
- NRS 060:2005: *Code of practice for clearances for electrical systems*
- IEEE 81:1983, *Guide for measuring earth resistivity, ground impedance and earth surface potentials of a ground system.*

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SABS 82:1976,	<i>Bending dimensions of bars for concrete reinforcement.</i>
SABS 920:1985,	<i>Steel bars for concrete reinforcement.</i>
SABS 1186:1995,	<i>Symbolic safety signs.</i>
ESKOM:	SCSAGAAJ2: Distribution Standard Part 10: Construction Section 1: Distribution Technical Guideline for Customer Built Overhead Lines up to 22kV
ESKOM: SCSASAAL9:	Distribution Standard – Part 2, Earthing Section 1. MV and LV reticulation earthing.
ESKASAANO:	Standard for the labeling of high voltage equipment.
SABS 1200A:1986,	<i>Standardized specifications for civil engineering construction – A General.</i>
SABS 1200AA:1986,	<i>Standardized specifications for civil engineering construction – AA General (small works).</i>
SABS 1200C:1980,	<i>Standardized specifications for civil engineering construction – C Site Clearance.</i>
SABS 1200D:1988,	<i>Standardized specifications for civil engineering construction – Earthworks</i>
SABS 1200DA:1988,	<i>Standardized specifications for civil engineering construction – Earthworks (small works).</i>
SABS 1200LB:1983,	<i>Standardized specifications for civil engineering construction – LB Bedding (pipes).</i>
SABS 1200DB:1989,	<i>Standardized specifications for civil engineering construction – DB Earthworks (pipe trenches).</i>
SABS 1200DM:1981,	<i>Standardized specifications for civil engineering construction – DM Earthworks (road, sub-grade).</i>
SABS 1200G:1982,	<i>Standardized specifications for civil engineering construction – G Concrete (structural).</i>
SABS 1200GA:1982,	<i>Standardized specifications for civil engineering construction – GA Concrete (small works).</i>
SABS 1200GB:1984,	<i>Standardized specifications for civil engineering construction – GB Concrete (ordinary buildings).</i>
SABS 1200H:1990,	<i>Standardized specifications for civil engineering construction – H Structural steelwork.</i>
SABS 1200HA:1990,	<i>Standardized specifications for civil engineering construction – HA Structural steelwork (sundry items).</i>
SABS 1200HC:1988,	<i>Standardized specifications for civil engineering construction – HC Corrosion protection of structural steelwork.</i>

In addition, the following shall also apply and will be provided to the successful contractor:

Standard Regulations

- The Occupational Health and Safety Act of 1993, hereafter called "the Act", as amended to date;
- Compulsory specifications (VC)
- Electricity Act (Act No. 41 of 1987, as amended).
- The local Municipal By-Laws and Regulations as well as any other requirements of the Local Supply Authority;

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- The local Fire Regulations;
- Telkom Regulations;
- The Standard Regulations of any Government Department where applicable.

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(14.4) GPS COORDINATES: PROPOSED SERVICE CONNECTIONS

— House 1	Latitude: 30;31;31.691	Longitude: 27;21;41.952
— House 2	Latitude: 30;31;31.668	Longitude: 27;21;41.796
— House 3	Latitude: 30;31;31.499	Longitude: 27;21;41.25
— House 4	Latitude: 30;31;31.055	Longitude: 27;21;39.96
— House 5	Latitude: 30;31;31.229	Longitude: 27;21;39.846
— House 6	Latitude: 30;31;31.919	Longitude: 27;21;39.648
— House 7	Latitude: 30;31;32.334	Longitude: 27;21;39.564
— House 8	Latitude: 30;31;32.933	Longitude: 27;21;39.384
— House 9	Latitude: 30;31;33.131	Longitude: 27;21;39.342
— House 10	Latitude: 30;31;33.642	Longitude: 27;21;39.131
— House 11	Latitude: 30;31;34.013	Longitude: 27;21;38.88
— House 12	Latitude: 30;31;34.176	Longitude: 27;21;38.796
— House 13	Latitude: 30;31;34.847	Longitude: 27;21;38.369
— House 14	Latitude: 30;31;32.759	Longitude: 27;21;38.046
— House 15	Latitude: 30;31;32.285	Longitude: 27;21;37.542
— House 16	Latitude: 30;31;31.758	Longitude: 27;21;37.092
— House 17	Latitude: 30;31;33.114	Longitude: 27;21;29.975
— House 18	Latitude: 30;31;18.953	Longitude: 27;21; 7.433
— House 19	Latitude: 30;31;17.933	Longitude: 27;21; 9.131
— House 20	Latitude: 30;31;18.779	Longitude: 27;21; 5.933
— House 21	Latitude: 30;31;25.721	Longitude: 27;21; 4.266
— House 22	Latitude: 30;31;15.720	Longitude: 27;22; 5.748
— House 23	Latitude: 30;31;14.394	Longitude: 27;22; 3.797
— House 24	Latitude: 30;31;14.381	Longitude: 27;22; 3.792
— House 25	Latitude: 30;31;14.334	Longitude: 27;22;11.639
— House 26	Latitude: 30;31;55.073	Longitude: 27;22;36.774
— House 27	Latitude: 30;31;55.050	Longitude: 27;22;36.881
— House 28	Latitude: 30;31;51.245	Longitude: 27;22;40.770
— House 29	Latitude: 30;31;51.936	Longitude: 27;22;40.350
— House 30	Latitude: 30;32; 0.402	Longitude: 27;22;35.525
— House 31	Latitude: 30;32; 0.107	Longitude: 27;22;36.072
— House 32	Latitude: 30;32; 2.076	Longitude: 27;22;47.406
— House 33	Latitude: 30;32; 2.411	Longitude: 27;22;47.892
— House 34	Latitude: 30;32; 1.740	Longitude: 27;22;46.206

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— House 35	Latitude: 30;31;24.288	Longitude: 27;21;25.607
— House 36	Latitude: 30;31;30.131	Longitude: 27;21;13.716
— House 37	Latitude: 30;31;33.263	Longitude: 27;21;16.139
— House 38	Latitude: 30;31;33.107	Longitude: 27;21;16.025
— House 39	Latitude: 30;31;32.051	Longitude: 27;21;36.953
— House 40	Latitude: 30;31;32.562	Longitude: 27;21;37.494
— House 41	Latitude: 30;31;32.754	Longitude: 27;21;37.823
— House 42	Latitude: 30;31;33.144	Longitude: 27;21;38.160
— House 43	Latitude: 30;31;33.342	Longitude: 27;21;38.597
— House 44	Latitude: 30;31;34.559	Longitude: 27;21;38.855
— House 45	Latitude: 30;31;35.232	Longitude: 27;21;38.622
— House 46	Latitude: 30;31;35.165	Longitude: 27;21;38.495
— House 47	Latitude: 30;31;33.762	Longitude: 27;21;39.461
— House 48	Latitude: 30;31;32.183	Longitude: 27;21;40.500
— House 49	Latitude: 30;31;32.411	Longitude: 27;21;40.889
— House 50	Latitude: 30;31;32.490	Longitude: 27;21;40.740
— House 51	Latitude: 30;31;24.64	Longitude: 27;21;17.873
— House 52	Latitude: 30;31;21.509	Longitude: 27;21; 9.029
— House 53	Latitude: 30;31;32.615	Longitude: 27;21; 2.490
— House 54	Latitude: 30;31;31.376	Longitude: 27;21;26.009
— House 55	Latitude: 30;31;35.466	Longitude: 27;21;26.165
— House 57	Latitude: 30;31;23.645	Longitude: 27;21;19.283
— House 58	Latitude: 30;31;28.596	Longitude: 27;21;54.432
— House 59	Latitude: 30;31;28.073	Longitude: 27;21;53.508
— House 60	Latitude: 30;31;29.466	Longitude: 27;21;41.441
— House 61	Latitude: 30;31;34.673	Longitude: 27;21;23.039
— House 62	Latitude: 30;31;34.445	Longitude: 27;21;22.877
— House 63	Latitude: 30;31;34.842	Longitude: 27;21;22.457
— House 64	Latitude: 30;31;16.182	Longitude: 27;21; 7.505
— House 65	Latitude: 30;31; 1.926	Longitude: 27;22;17.160
— House 66	Latitude: 30;31; 1.661	Longitude: 27;22;16.919
— House 67	Latitude: 30;31; 5.669	Longitude: 27;22;16.626
— House 68	Latitude: 30;31;12.660	Longitude: 27;22;12.894
— House 69	Latitude: 30;31;12.360	Longitude: 27;22;13.194
— House 70	Latitude: 30;31;11.676	Longitude: 27;22;13.139
— House 71	Latitude: 30;31;13.097	Longitude: 27;22.13.937

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— House 72	Latitude: 30;31;15.317	Longitude: 27;22; 5.453
— House 73	Latitude: 30;31;14.207	Longitude: 27;22; 4.194
— House 74	Latitude: 30;31;11.771	Longitude: 27;22; 7.343
— House 75	Latitude: 30;31;14.748	Longitude: 27;22;12.024
— House 76	Latitude: 30;31;24.869	Longitude: 27;21;27.929
— House 77	Latitude: 30;31;23.687	Longitude: 27;21;25.631
— House 78	Latitude: 30;31;19.092	Longitude: 27;21;20.123
— House 79	Latitude: 30;31;18.834	Longitude: 27;21;19.847
— House 80	Latitude: 30;31;20.538	Longitude: 27;21; 9.539
— House 81	Latitude: 30;31;22.176	Longitude: 27;21;14.676
— House 82	Latitude: 30;31;20.105	Longitude: 27;21; 8.153
— House 83	Latitude: 30;31;18.653	Longitude: 27;21; 6.426
— House 84	Latitude: 30;31;20.453	Longitude: 27;21; 3.479
— House 85	Latitude: 30;31;23.076	Longitude: 27;21; 3.486
— House 86	Latitude: 30;31;26.543	Longitude: 27;21; 2.970
— House 87	Latitude: 30;31;26.562	Longitude: 27;21; 3.474
— House 88	Latitude: 30;31;27.360	Longitude: 27;21; 5.796
— House 89	Latitude: 30;31;19.368	Longitude: 27;21;21.707
— House 90	Latitude: 30;31;18.461	Longitude: 27;21; 6.456
— House 91	Latitude: 30;31;19.271	Longitude: 27;21; 4.169
— House 92	Latitude: 30;31;23.639	Longitude: 27;21; 2.766
— House 93	Latitude: 30;31;26.580	Longitude: 27;21; 4.902
— House 94	Latitude: 30;31;27.539	Longitude: 27;21; 4.494
— House 95	Latitude: 30;31;32.466	Longitude: 27;21; 3.179
— House 96	Latitude: 30;31;30.437	Longitude: 27;21;24.971
— House 97	Latitude: 30;31;30.395	Longitude: 27;21; 24.648

(14.5) DRAWINGS: EXISTING ELECTRICAL INFRASTRUCTURE

- 1 2417-MV-E-T-101: MOUNTAIN VIEW: EXISTING ELECTRICAL INFRASTRUCTURE**
- 2 2417-MV-E-T-102: ZWELITSHA: EXISTING ELECTRICAL INFRASTRUCTURE**

Please note that the drawings will be available on

Senqu Municipality website as Tender Document

Volume 2

(15.1) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*) R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total: R
Expressed as a percentage of P* %

Signatures

Declared by supplier to be true and correct:

Date:

Verified by SM Project Manager:

Date:

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(15.2) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium
--	---	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct:

Date:

Verified by SM Project Manager:

Date:

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