



### **BID DOCUMENT:**

### **SUPPLY, ERECTION, CONSTRUCTION, TESTING AND COMMISSIONING FOR ELECTRIFICATION PROJECTS IN CENTLEC (SOC) LTD AREA OF SUPPLY.**

**BID NUMBER: Enquiry03/2025**

**CLOSING DATE AND TIME: 24<sup>th</sup> March 2025 at 11:00**

<b>EMPLOYER:</b>  CENTLEC (SOC) LTD  30 Rhodes Avenue Oranjesig Bloemfontein 9301  <b>Represented by:</b> Mr MS Sekoboto Chief Executive Officer	<b>FOR ENQUIRIES:</b>  <b>TECHNICAL ENQUIRIES:</b> Engineering Department: Planning  Email: <a href="mailto:Sibongile.Ncamani@centlec.co.za">Sibongile.Ncamani@centlec.co.za</a> <a href="mailto:Mpho.Ramoeletsi@centlec.co.za">Mpho.Ramoeletsi@centlec.co.za</a>  <b>ADMINISTRATIVE ENQUIRIES:</b> Supply Chain Management Senior SCM Practitioner: Ms. Palesa Makhele Email: <a href="mailto:Palesa.Makhele@CENTLEC.co.za">Palesa.Makhele@CENTLEC.co.za</a>
---	--

**Name of Bidder.....**

**Bid Amount (Incl.Vat).....**

**Amount in Words (Incl.Vat).....**

**CSD Registration Number.....**

#### **SUMMARY FOR BIDDERS` DETAILS**

NAME OF BIDDER \_\_\_\_\_

ADDRESS : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CELLPHONE NUMBER: \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

CLOSING DATE : \_\_\_\_\_

Signed by authorised representative of the BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_

## Contents

1.	DEFINITIONS AND ABBREVIATIONS.....	4
2.	BIDDING PROCEDURES.....	4
2.1.	BID NOTICE .....	4
2.2.	MANDATORY RETURNABLE DOCUMENTS .....	6
3.	BID DATA .....	12
4.	RETURNABLE DOCUMENTS .....	14
5.	EVALUATION CRITERIA .....	49
6.	SCOPE OF WORK / SPECIFICATION .....	52
7.	SPECIAL CONDITIONS.....	78
8.	PRICING DATA .....	80
<b>7</b>	<b>PRICING .....</b>	<b>81</b>
9.	GENERAL CONDITIONS OF CONTRACT.....	82
10.	APPENDIX: STANDARD CONDITIONS OF BID .....	93
	: BILL OF QUANTITIES	

## 1. DEFINITIONS AND ABBREVIATIONS

Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

- 1.1 **SANS** - South African National Standards
- 1.2 **SLA** - Services Level Agreement
- 1.3 **NER** – Neutral Earth Resistor
- 1.4 **NECRT** - Neutral Earth Compensation Resistance transformer
- 1.5 **MVA** – Mega Volt Ampere
- 1.6 **KV** – Kilo Volt.
- 1.7 **PT** – Power Transformer
- 1.8 **CT** – Current Transformer
- 1.9 **SOP** - Standard Operating Procedures
- 1.10 **NRS** – National Regulation Standards
- 1.11 **SAIEE** – South African Institute of Electrical Engineers
- 1.12 **ECSA** - Engineering Council of South Africa
- 1.13 **ECB** – Electrical Conformance Board
- 1.14 **ECA** – Electrical Successful bidder Association
- 1.15 **ABC** – Aerial Bundle Conductor

## 2. BIDDING PROCEDURES

### 2.1. BID NOTICE

CENTLEC (SOC) Ltd (hereafter referred to as CENTLEC) a municipal entity distributing electricity in Mangaung Metro Municipality, invites suitable bidders to bid for the supply, erection, construction, testing and commissioning for electrification within the CENTLEC's area of supply for a period of thirty-six (36) months.

Table 1: Preferential Procurement Policy Framework

<b>Bid No.</b>	<b>Description</b>	<b>Non-Refundable Bid Document Price</b>	<b>Compulsory Briefing Session</b>	<b>Price Preference Point System</b>	<b>Bid Closing Date and Time</b>	<b>Minimum Functionality Score</b>
Enquiry 03/2025	CENTLEC (SOC) Ltd (hereafter referred to as CENTLEC) a municipal entity distributing electricity in Mangaung Metro Municipality, invites suitable bidders to bid for the supply, erection, construction, testing and commissioning for electrification within the CENTLEC'S area of supply for a period of thirty-six (36) months.	NOT APPLICABLE	N/A	90/10	24 March 2025 at 11:00	65%

Preferential Procurement Policy Framework Act No.5 of 2000: Preferential Procurement Regulations 2022 and Supply Chain Management Policy of CENTLEC (SoC) Ltd will apply in the adjudication process. Method 4 of evaluation of the acceptable proposals will be applied and responsive bids are expected to score at least a minimum of 65 out of 100 points (65%) for functionality points to be considered for further evaluation. Bids will be adjudicated according to the 90/10 of the Price Preferential point system.

## 2.2. MANDATORY RETURNABLE DOCUMENTS

**The following mandatory returnable documents forms part of the qualification criteria into the bid:**

- i Certified Copy of Company Registration certificate.
- ii Certified Copy (ies) of Company director(s) Identification Documents.
- iii Full Centralised Supplier Database(CSD), (not a summary) registration report (to be verified during adjudication).
- iv Supply municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder. In an event, that the Bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided.
- v Valid Letter of Good Standing (COIDA) from Department of Employment and Labour or other relevant authorities.
- vi Valid SARS TCS (Tax Compliant Status) Pin.
- vii Valid Proof of Indemnity (Insurance) of not less than R2m for the duration of the contract.
- viii Three Year's Audited Financial Statements/ Audited Financial Statements from the date of the inception of the company and a signed letter from the auditing company proofing that the financial statements have been audited.
- ix Completion of all relevant and necessary document forms including all MBD forms.
- x Valid proof of Authority to sign the Bid.
- xi Registration with ECB and ECA.
- xii CIDB grading – Level 7EP and 7CE.

Bids will be subjected to the, CENTLEC Supply Chain Management Policy, and its Preferential Procurement Policy (PPR 2022). Original or certified valid copy of Specific Goals Certificate / or sworn Specific Goals affidavit must be submitted to claim preference points. Bidders who do not submit Specific Goals Status Level Verification Certificates or are non-compliant contributors to Specific Goals do not qualify for preference points for specific goals but will not be disqualified from the bidding process.

This bid document should be in a sealed envelope duly endorsed **“BID NUMBER AND DESCRIPTION.”** must be placed in the bid box situated at 30 Rhode Avenue, Oranjesig, Bloemfontein, 9301 on or before **the closing date**. Bidders are mandated to write their names, name of the bidding entity, contact details including e-mail addresses on the bid submission register next to the Bid Box as proof for submission, failure which, submission will NOT be considered for evaluation.

**Collection of bid documents:** Bid documents can be obtained on the municipal website: [www.CENTLEC.co.za](http://www.CENTLEC.co.za), the e-tender portal ([www.e-tender.gov.za](http://www.e-tender.gov.za)) from the 20<sup>th</sup> February 2025. Bids

received after closing date and time, faxed, completed with pencil, tipexed, incomplete document or e-mailed will not be considered.

**NOTE:** Only those bidders who are registered on the Central Supplier Database (CSD) registered prospective bidders are eligible to submit bids. The entity reserves the right to appoint more than one service provider. The entity does not bind itself to accept or award the lowest priced bid. The Council may elect to accept only part of the successful bid. Entity reserves the right not to appoint or withdraw the bid and the right to award the bid wholly or partly at its sole discretion. The adjudication process and the award, if an award is made, will conform to the requirements of the Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2022. Only the version of this notice and invitation contained in the bid document shall form part of the bid. No correspondences will be entered into with regards to evaluation scores obtained. Bids may only be submitted on the original bid documentation that is issued by the employer. Bids are valid for a period of one hundred and twenty (120) days after closing date.

*If you do not hear from us within 120 days after the closing date, please consider your bid unsuccessful , you can also visit CENTLEC website as all awarded bids are published.*

**MBD1**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF CENTLEC SOC LTD</b>					
<b>BID NUMBER:</b>	Enquiry03/2025	<b>CLOSING DATE:</b>	24 March 2025	<b>CLOSING TIME:</b>	11:00
<b>DESCRIPTION</b>	SUPPLY, ERECTION, CONSTRUCTION, TESTING AND COMMISSIONING FOR ELECTRIFICATION IN CENTLEC (SOC) LTD AREA OF SUPPLY.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:**

30 Rhode Avenue,					
Oranjesig					
Bloemfontein					
9301					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		SPECIFIC GOALS STATUS LEVEL/ SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes  [IF YES ENCLOSE PROOF]	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Chain Management	DEPARTMENT	Engineering Wires	
CONTACT PERSON	Ms. P Makhele	CONTACT PERSON	Me. Sibongile Ncamani Mr. Mpho Ramoeletsi	
TELEPHONE NUMBER	051-412 2753	TELEPHONE NUMBER	051 -409 2426 051 -409 2227	
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a	
EMAIL ADDRESS	<a href="mailto:Palesa.Makhele@CENTLEC.co.za">Palesa.Makhele@CENTLEC.co.za</a>	EMAIL ADDRESS	<a href="mailto:Mpho.Ramoeletsi@centlec.co.za">Mpho.Ramoeletsi@centlec.co.za</a> <a href="mailto:Sibongile.Ncamani@CENTLEC.co.za">Sibongile.Ncamani@CENTLEC.co.za</a>	

## TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-SUCCESSFUL BIDDERS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.8. SUPPLY MUNICIPAL SERVICES (WATER, SANITATION, RATES, AND ELECTRICITY) CLEARANCE CERTIFICATE OR LEASE AGREEMENT WITH A CURRENT BILL AND RATES CLEARANCES, OR HARDWARE CURRENT BILL OF ACCOUNT NOT OWING MORE THAN 90 DAYS. IN A CASE WHERE THE SERVICES ARE PAID BY THE LANDLORD, THE SIGNED LEASE AGREEMENT AND STATEMENT OF ACCOUNT MUST BE SUBMITTED BY THE BIDDER.
  - 2.8.1. IN AN EVENT THAT THE BIDDER UTILIZES PREPAID SERVICES (E.G. WATER OR ELECTRICITY) A VALID MUNICIPAL CLEARANCE CERTIFICATE(S) MUST STILL BE PROVIDED.
- 2.9. SUBMIT PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRALIZED SUPPLIER'S DATABASE.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES  
 NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES  
 NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES   
NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES  
 NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES  
 NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**4. MANDATORY RETURNABLES, BID RULES AND INSTRUCTIONS (FAILURE TO COMPLY WITH THE PRE-SET REQUIREMENTS)**

- 4.1. DULY COMPLETED AND SIGNED MBD 1 FORM BY SERVICE PROVIDER AND FORMAL WRITTEN PRICE QUOTATION BY THE BIDDER.
- 4.2. COMPLETION AND SIGNING OF ALL DECLARATION FORMS (MBD)
- 4.3. SUBMISSION OF A VALID SARS TCS PIN
- 4.4. PROOF AND DECLARATION THAT THE BIDDER IS NOT IN ARREARS OF MUNICIPAL RATES MORE THAN 90 DAYS
- 4.5. CIDB GRADING – LEVEL 7EP AND 7CE.
- 4.6. BIDDER MUST PROVIDE CERTIFIED ID COPIES OF ALL DIRECTORS, SHAREHOLDERS, AND PARTNERS.
- 4.7. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN SIX (06) MONTHS FROM CLOSING DATE.
- 4.8. CERTIFIED COPY OF COMPANY REGISTRATION CERTIFICATE TO BE ATTACHED WITH THE BID DOCUMENT
- 4.9. CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION NUMBER, AND
- 4.10. DECLARATION THAT BIDDER IS NOT IN ARREARS OF ANY MUNICIPAL RATES, MUNICIPAL RATES OF EACH COMPANY DIRECTOR, VALID LEASE AGREEMENT AND LEASE DECLARATION BY LESSOR OR PROOF OF RESIDENCE FROM THE MUNICIPAL COUNCIL (IF OPERATING BUSINESSES FROM AN INFORMAL NON-BILLED RESIDENTIAL AREA)

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

SIGNATURE OF BIDDER: : .....

CAPACITY UNDER WHICH THIS BID IS SIGNED : .....

DATE: : .....

*NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN SIX MONTHS FROM BID CLOSING DATE. COPIES OF CERTIFIED COPIES WILL NOT BE CONSIDERED AS VALID COPIES.*

### 3. BID DATA

Clause	Wording (Data)
	The employer is CENTLEC (SOC) Ltd.
	<p>The bid documents issued by the employer comprise:</p> <p><b>1: BIDDING PROCEDURES</b></p> <p>1.1: Bid Notice and Invitation to Bid</p> <p>1.2: Bid Data</p> <p><b>2: RETURNABLE DOCUMENTS</b></p> <p>2.1: List of Returnable Documents</p> <p><b>5: SCOPE OF WORKS</b></p>
	<p>The Employer's agent is:</p> <p>The Chief Executive Officer Mr. MS Sekoboto</p> <p>CENTLEC (SOC) Ltd 30 Rhodes Avenue Oranjesig Bloemfontein 9301</p>
	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> <li>CSD Registered service providers.</li> <li>Bidders not listed on National Treasury's Bid Defaulters Database and Restricted suppliers.</li> <li>Bidders registered at the relevant and designated authorities/professional bodies.</li> </ol>
	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p><b>Location of bid box:</b> CENTLEC (SOC) Ltd Supply Chain Management Offices</p> <p><b>Physical address:</b> 30 Rhodes Avenue, Oranjesig, Bloemfontein 9301</p>
	Postal address: 30 Rhodes Avenue, Oranjesig, Bloemfontein 9301
	A two-envelope procedure will not be followed.
	Compulsory Briefing Meeting Date and Time: N/A
	<b>The closing time for submission of bid offers is: 11:00</b>
	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will NOT be accepted.
	<b>The bid offer validity period is 120 days.</b>
Clause	Wording (Data)

	<p>The bid shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
	<p><b>The bidder is required to submit the following certificates with his bid:</b> Particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if &gt;R10 000 incl. VAT); and</p>
	<p>The time and location for opening of the bid offers are in accordance with regulation 23 of the MFMA</p>
	<p><b>Functionality Requirements:</b> Prospective Bidders are required to score a minimum of <b>65 points or 65%</b> for them considered for further evaluation</p>
	<p><b>the B-BBEE balanced scorecard -</b> Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their Specific Goals rating claims as stipulated in the Preferential Procurement Policy Framework Act, Act No.5 of 2000 and Preferential Procurement Regulation 2022.</p>
	<p><b>Bid offers will only be accepted on condition that:</b> the bidder has in <u>his or her possession</u> an original Tax Clearance Certificate / valid and compliant SARS TCS Pin issued by the South African Revenue Services;</p>
	<p>a) the bidder is registered with the Central Supplier Database of National Treasury; b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p>
	<p><b>the bidder has not:</b> c) abused the Employer's Supply Chain Management System; or i) failed to perform on any previous contract and has been given a written notice to this effect; and ii) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially comprise the bid process.</p>
	<p>d) The number of paper copies of the signed contract to be provided by the Employer is <b>ONE (1)</b>.</p>
	<p>The Entity reserves the right to appoint more than one service provider. The Entity reserves the right to cancel or withdraw the bid, or not to award.</p>

#### 4. RETURNABLE DOCUMENTS

***(Bidder Must comply with the set out Schedules below, bid rules and Instructions, failure to comply will result in bid being nonresponsive). THE FOLLOWING FORMS and documents are mandatory returnable for bids to be considered responsive:***

##### LISTS OF RETURNABLE DOCUMENTS

- i. Certificate of Attendance at clarification meeting (not applicable).
- ii. Record of addenda (where applicable).
- iii. Certificate of Authority of Signatory and Proof / Letter of Authority to Sign Bid Document.
- iv. Registration certificate / Agreement / Identity Documents.
- v. Tax Clearance Requirements – Valid SARS TCS PIN.
- vi. Declaration by Bidder MBD 4 (Declaration of Interest).
- vii. Declaration by Bidder MBD 5 (Procurement expected to exceed R10m).
- viii. Declaration by Bidder MBD 6.1 (Preference Claim Points).
- ix. Declaration by Bidder MBD 8 (Bidder's Past Supply Chain Management Practices).
- x. Declaration by Bidder MBD 9 (Certificate of Independent Bid Determination).
- xi. Comprehensive (Not Summary) Central Supplier Database (CSD) Report.
- xii. Supply municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder. In an event, that the Bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided.
- xiii. Valid Letter of Good Standing (COIDA) from Department of Labour and other relevant authorities.
- xiv. Valid Proof of Indemnity (Insurance) of not less than R2m for the duration of the contract.
- xv. Three Year's Audited Financial Statements/ Audited Financial Statements from the date of the inception of the company and a signed letter from the auditing company proofing that the financial statements have been audited.
- xvi. Compulsory Enterprise Questionnaire.
- xvii. CIDB Grading Level 7EP and 7CE.
- xviii. Registration with ECB/ECA

## LIST OF OTHER RETURNABLE DOCUMENTS FOR EVALUATION PURPOSES:

- i. Copy of certified B-BBEE SANAS certificate or valid Sworn affidavit certificate
- ii. Minimum requirement stipulated on the call for bids, must also be adhered to.

*Note: In Addition: Bidders who fail to comply with the underneath pre-set Bid Instructions and Rules will not be accepted (will be rejected as non-responsive):*

*All certified documents must not be older than six months from bid closing date, all alterations and cancellations to bid document must be signed by the authorised signatory, employer reserves the right to disqualify bidders for infringing any of the Standard Bid Conditions, rules and issued instructions. ALL pages of the bid document must be initialled by authorised signatory. Copies of certified copies will not be accepted as valid copies. Bidder's whose names appear on the National Treasury list of Restricted Suppliers and Defaulters will not be accepted.*

**PROOF / CERTIFICATE OF ATTENDANCE AT SITE MEETING (NOT APPLICABLE)**

This is to certify that (*bidder*) ..... of  
(*address*) .....

..... was represented by the person(s) named below at the compulsory meeting held for all bidders at (*location*) ..... on  
(*date*) ..... starting at (*time*)

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

**Particulars of person(s) attending the meeting:**

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

Capacity: .....

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

Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:**

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

Capacity: ..... Date and Time: .....

## RECORD OF ADDENDA TO BID DOCUMENTS

---

We confirm that the following communications received from the Employer before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required. Bidders are required (mandatory to sign the underneath declaration) irrespective of an Addendum issued or not.

**Signed.....**

**Date.....**

**Name.....**

**Position.....**

**Bidder.....**

## CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder **MUST** complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents. Bidders MUST attach valid Proof of Authority to sign the bid to this form under the Company's Letterhead.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

### **(I) CERTIFICATE FOR COMPANY**

I, .....chairperson of the Board of Directors of

.....hereby confirm that by resolution of the Board (copy attached) taken

on.....20.....Mr/Ms .....acting in the capacity of.....

was authorized to sign all documents in connection with the bid for Contract No .....and any contract resulting from it, on behalf of the company.

**Chairman** : .....

**As Witnesses** : 1. .....

2. .....

**Date** : .....

**(ii) CERTIFICATE FOR CLOSE CORPORATION**

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

.....hereby  
authorise

Mr/Ms..... acting in the capacity  
of..... to sign all

documents in connection with the bid for Contract No .....and any contract  
resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

***Note: This certificate is to be completed and signed by all of the key members upon whom rests  
the direction of the affairs of the Close Corporation as a whole.***

**(III). CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as,..... hereby  
authorize Mr/Ms

.....acting in the capacity of.....  
.....to sign all

documents in connection with the bid for Contract No .....and any contract  
resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

***Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.***

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize

Mr/Ms.....authorized signatory of the  
company,.....

acting in the capacity of lead partner, to sign all documents in connection with the bid offer for Contract No

.....and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

***Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.***

(V) **CERTIFICATE FOR SOLE PROPRIETOR**

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

.....  
Signature of Sole owner .....

As Witnesses:

1. ....

2. .... Date .....

**CERTIFIED COPIES OF REGISTRATION CERTIFICATE / AGREEMENT/ ID DOCUMENT**

*(Important note to Bidder: certified copies of Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and must be inserted here)*

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Bidder must attach a valid SARS TCS Tax Compliance Status Pin Failure to submit the valid Tax Compliance Status (TCS) PIN from SARS will invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-successful bidders are involved each party must submit a separate SARS Tax Compliance Status Pin

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

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

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

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

OFFER TO BE VALID FOR.....120...DAYS FROM THE CLOSING DATE OF BID.

---

**ITEM QUANTITY DESCRIPTION  
CURRENCY NO.  
APPLICABLE TAXES INCLUDED)**

No.	SUM	
		R

---

- Required by: .....
- At: .....
- Brand and Model N/A
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES / NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery basis .....

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

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

\*Delete if not applicable

### **DECLARATION OF INTEREST**

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

Full Name: .....

Identity Number: .....

Company Registration Number: .....

VAT Registration Number: .....

Are you presently in the service of the state? **Yes / No**

If so furnish particulars: .....

.....  
Have you been in the service of the state in the last twelve months? **Yes / No**

If so furnish particulars .....

.....  
MSCM Regulations: "in the service of the state" means to be-

- (a) a member of
  - (1) any municipal council;
  - (2) any provincial legislature; or
  - (3) 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
- (e) constitutional institution within the meaning of the Public Finance Management Act, 1999 (act no 1 of 1999);

- (f) a member of the accounting authority of any national or provincial 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**

If so, furnish particulars.....

.....

Are you, aware of any relationship (family, friendly, other) between a bidder and persons in the service of the state who may be involved with the evaluation and adjudication of this bid.

**Yes / No**

If so, furnish particulars.....

Are any of the company's directors, managers, principle Shareholders or stakeholders in the service of the State?

**Yes / No**

If so, furnish particulars.....

.....

Is any spouse, child, or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?

**Yes / No**

If so, furnish particulars.....

.....

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)**

**CERTIFY THAT THE INFORMATION FURNISHED ON THE DECLARATION FORM IS TRUE  
AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE.**

**SIGNATURE**

**DATE**

**POSITION**

**DECLARATION FOR PROCUREMENT ABOVE R10-MILLION (ALL APPLICABLE TAXES INCLUDED) for all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:**

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

## CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE:</b>	<b>CAPACITY:</b>

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

### 1. GENERAL CONDITIONS

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

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

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

- a) The value of this bid is estimated **to exceed R 50 000 000** and
- b) therefore the **90/10** preference point system will be applied.

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

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

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

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### **3.1. POINTS AWARDED FOR PRICE**

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

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

80/20 or

90/10

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

Where

Ps = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

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

### 3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:
  - 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—
    - (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or
    - (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

**Note to bidders: The bidder *MUST* indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
<b>50% or more Black Owned enterprise</b> <i>To be verified through CIPC Certificate, or share certificate CSD Report</i>	10		5	
<b>50% or more Women shareholding</b> <i>To be verified through CIPC Certificate, or share certificate CSD Report</i>	5		2.5	
<b>50% or more Youth shareholding</b> <i>To be verified through CIPC Certificate, or share certificate CSD Report</i>	5		2.5	
<b>Total Specific Goals Points</b>	20		10	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

#### 4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the bid, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the successful bidder may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the 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 successful bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF BIDDER(S)</b>	
<b>SURNAME AND NAME</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS</b>	.....
.....	
.....	

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
1.1	Is the Bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	<b>Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</b> <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Bid Defaulters” or submit your written request for a hard copy of the Register to facsimile number 012 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	If so, furnish particulars:		

**\*where the entity bidding is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule**

**CERTIFICATION**

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

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

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

**Signed**

**Date**

**Name**

**Position**

***Bidder***

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## PROOF OF CSD REGISTRATION

Bidders MUST attach Proof of Comprehensive CSD registration report hereto and provide CSD Supplier Number:

MAAA_____
-----------

## CERTIFICATION

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

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

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (CENTLEC (SOC) Ltd.) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed

Date

Name

Position

*Bidder*

## MUNICIPAL UTILITY ACCOUNT / LEASE AGREEMENT / PROOF OF RESIDENCE

*(Affix hereto RECENT / LATEST proof of municipal services account for tax & rates STATEMENT not owing more than three (3) months hereto) / Valid lease Agreement (Proof that leased premises rates are not in arrears for more than 90 days) / Proof of Residence for bidders that reside in non-billed municipal area or jurisdiction.*  
***Bidders MUST complete the clearance certificate a set out below.***

## CLEARANCE CERTIFICATE FOR WATER & LIGHTS

**Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.**

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality in the municipal area where the service provider conduct his / her business or if the bidder is a tenant, a Letter from the Landlord stipulating the office space leased and the payment status of the service charges. Should the above not be applicable NO AFFIDIVIT will be acceptable ONLY AN OFFICIAL COUNCIL LETTER OF RESIDENCE from bidders residing in non-billed areas will be acceptable (subject to verification)

**Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive.** (Please tick with X where appropriate):

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	<input type="checkbox"/> Municipality name		
4.2	<input type="checkbox"/> Municipal account number		
5.	If yes, please attach proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months		
6.	Does the bidder lease / rent the property where the business is situated?		
7	If yes, provide the following details:		

7.1	□□ Landlord name	
7.2	□□□Address property is situated	
7.3	□□□Contact number of landlord	
8.	<b>Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof</b>	
I, <i>(Insert full name)</i>		
of <i>(insert physical address)</i>		
being a Director, Principal Shareholder, owner of company <i>(Insert company name)</i>		
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge		
SIGNATURE:	DATE:	

**\* IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR BID AS NON RESPONSIVE**

**Names of all directors, their ID numbers and municipal account number.**

<b>Director / Shareholder / partner</b>	<b>ID Number of Director / Shareholder / Partner</b>	<b>Physical residential address of the Director / shareholder / partner</b>	<b>Municipal Account number(s)</b>	<b>Municipality where the account is held</b>

- Certified copies of municipal accounts mentioned of each Director, Shareholder, and partner listed above (Not older than 3 months).

**CERTIFICATION**

**(AUTORISED SIGNATORY)**

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

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

**I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (CENTLEC SOC LTD) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.**

**Signed.....**

**Date.....**

**Name.....**

**Position.....**

***Bidder***

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1:**

**Name of Enterprise:** .....

**Section 2: VAT registration number,**

**if any:** .....

**Section 3: CIDB registration number,**

**if any:** .....

**Section 4: Particulars of sole proprietor and partners in partnerships**

<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>

\*complete only if sole proprietor or partnership and attach separate page if more than three partners

### **Section 5: particulars of companies and close corporations**

Company registration number.....

Close corporation number.....

Tax reference number.....

### **Section 6: record of service of the state**

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

- A member of any provincial legislature
- A member of the national assembly or the National Council of Province
- A member of the board of directors of any Municipal entity
- An official of any municipality or municipal entity
- A member of any municipal council
- An employee of any provincial department national or provincial public entity or constitutional institution within the meeting of public finance management Act, 1999 (act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of parliament or a provincial legislature

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

<b>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</b>	<b>Name of institution, public office, board or organ of state and position held</b>	<b>Status of service (tick appropriate column)</b>	
		<b>Current</b>	<b>Within last 12 months</b>

\*insert separate page if necessary

**Section 7:** Indicate by marking the relevant boxes with a cross, if any sole proprietor, partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- A member of any provincial legislature
- A member of the national assembly or the National Council of Province
- A member of the board of directors of any Municipal entity
- An official of any municipality or municipal entity
- A member of any municipal council
- An employee of any provincial department national or provincial public entity or constitutional institution within the meeting of public finance management Act, 1999 (act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of parliament or a provincial legislature

<b>Name of spouse, child or parent</b>	<b>Name of institution, public offices, board or organ of state and position held</b>	<b>Status of service (tick appropriate column)</b>	
		<b>current</b>	<b>Within last 12 months</b>

\*insert separate page if necessary

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

- (i) Authorise the employer to obtain a tax clearance certificate from the South African Revenue services that my/our tax matters are in order;
- (ii) Confirms that the neither the name of the enterprise or the name of any partner, manage, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the register on the bid defaulters established in terms of the prevention and combating of corrupt activities Act of 2004;
- (iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- (iv) Confirms that I / we are not associated, linked or involved with any other bidding entities submitting bid offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (v) Confirms that the contents of this questionnaire are within my personal knowledge and are to be the best
- (vi) Of my belief both true and correct.

Signed ..... Date .....

Name..... Position.....

Bidder.....

**COMPANY INFORMATION:**

<b>HEAD OFFICE</b>	
<b>Physical address</b> Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:	
<b>Postal address</b>	
<b>Telephone no.</b>	
<b>Fax no.</b>	
<b>E-mail</b>	
If subsidiary company- state name of holding company	

**DETAILS OF BRANCH OFFICES:**

<b>BRANCH OFFICE</b>	
<b>Physical address</b> Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:	
<b>Postal address</b>	
<b>Telephone no.</b>	
<b>Fax no.</b>	
<b>E-mail</b>	
If subsidiary company- state name of holding company	

## 5. EVALUATION CRITERIA

All proposals submitted will be evaluated in accordance with the criteria set out in the policy of Supply Chain Management of the Entity. The most suitable candidate will then be selected. Please take note that CENTLEC is not bound to select any of the bidders submitting proposals or appoint more than one service provider for this bid.

Technical competence is the principal selection criteria, CENTLEC will give prominence to the technical criteria, and will only look at the other stages if it is satisfied with the technical evaluation. As a result of this, CENTLEC does not bind itself in **any way** to select the bidder offering the lowest price.

Proposals documents will be evaluated in three phases. The evaluation criteria for the assessment of the proposals will be on mandatory returnable documents, functionality and financial aspects.

### **5.1 In the first phase:**

Bids will be evaluated on mandatory returnable documents as listed and required in the document.

### **5.2 In the second phase:**

Proposals will be evaluated according to the functionality criteria indicated apart from those laid down in the preferential procurement regulations, 2022 pertaining to the preferential procurement policy framework Act 5 of 2000.

**QUALITY / FUNCTIONALITY EVALUATION OF THE PROPOSALS:**

**EVALUATION CRITERIA**

No.	Criteria	Description	Min. Points	Max Points	Verification method
5.2.1	Track record and experience	<p>Have they successfully provided these services in the last four (4) years? A minimum of two (2) reference letters of confirmation is required where the works were completed. The letter should be signed by the duly authorized company representative (Head of Department/CFO).</p> <p>Two (2) letters = <b>20 points</b>;</p> <p>Three (3) letters or more = <b>25 points</b></p>	20	25	Reference letters stamped and signed by the duly authorized company representative.
5.2.2	(A) Local operational capability  (B) Skills transfer and economic investment	<p>(a) Does the bidder have an operational business address in the CENTLEC area of supply? = <b>10 points</b></p> <p>(b) If not, but within RSA = <b>5 points</b></p> <p>(c) Does the bidder have the intention to work with local labour within the area and to transfer skills as a matter of empowering and developing the local labour in that specific area (Ward). A letter of commitment should be submitted together with a detailed skills transfer plan. =<b>10 points</b></p>	15	25	<p>Municipal tax and rates account or a lease agreement contract with statement of account</p> <p>Commitment letter to appoint local labourers.</p>

5.2.3	Plant & Equipment	Does the bidder have the necessary resources like trucks, digging, compacting testing equipment and tools? (Proof of ownership, intention to lease or intention to rent should be submitted)  2 x cherry picker trucks, Electrician toolbox and 1 x compactor = <b>10 points</b>  3 or more Cherry picker trucks, Electrician toolboxes and 2 or more compactors = <b>20 points</b>	10	20	Proof of ownership, intention to lease or intention to rent should be submitted
5.2.4	Human resources	The bidder should provide a copy of organizational structure and Curriculum Vitae's of key operational personnel listed below:  (a) The bidder should supply organizational structure that includes Clerk of Works, Electrical Engineer with a B.Sc Degree or Technician with a National Diploma in Electrical Engineering and Two electricians with a valid copy of a trade test certificate and one Installation electrician with a valid wiremen's license is required = <b>20 points</b>  (b) The bidder should supply organizational structure that includes Clerk of Works, Electrical Engineer with a B.Sc Degree or Technician with a National Diploma in Electrical Engineering and Three or more electricians with a valid copy of a trade test certificate and one Installation electrician with a valid wiremen's license is required = <b>30 points</b>	20	30	Company Organogram, CV's and certified copies of qualifications.
	TOTAL		65	100	

A bidder who gets a minimum of **65 points** and above will qualify to the next stage. The bidder must score minimum points as follows:

Item 1: Minimum points = 20

Item 2: Minimum points = 15

Item 3: Minimum points = 10

Item 4: Minimum points = 20

## **6. SCOPE OF WORK / SPECIFICATION**

### **6.1. BACKGROUND**

CENTLEC located in Mangaung Metropolitan, is responsible for the distribution of electricity in CENTLEC area of supply.

### **6.2. OBJECTIVES**

The overall objective is to appoint a service provider for the supply, erection, construction, testing and commissioning for electrification within the CENTLEC's area of supply for a period of thirty-six (36) months.

### **6.3. SCOPE OF WORK**

- 6.3.1. The successful bidder will procure the required material and provide labour for the installation of house connections, construction of Medium and Low Voltage networks including installation of miniature substations, and installation of pole mounted transformers using CENTLEC's procedures and standards. Areas where electrification projects shall be implemented in CENTLEC's area of supply.
- 6.3.2. An inspection will be conducted by the successful bidder and CENTLEC's representative (Project Manager) before a project is signed off, and certificates of compliance must be submitted to the homeowner and the copy thereof to CENTLEC.
- 6.3.3. Any work outside of the current scope of work, identified by CENTLEC duly authorized persons can be quoted by the approved bidder. The quotation can be considered by CENTLEC and a work instruction generated for the quoted ad hoc work. Any amendments to the legal and procedural content of this bid shall be addressed in the SLA entered into by CENTLEC and successful bidder(s).

### **6.4. TECHNICAL SPECIFICATION**

#### **6.4.1 GENERAL**

All parts of the installation shall comply with the SAIEE Code of Practice on overhead lines for conditions prevailing in South Africa and with the Occupational Health and Safety Act, Act No 85 of 2017 (as amended) and with CENTLEC's Electrical Engineering Standards. Any relevant regulations laid down by various statutory bodies such as the Department of Posts and Telecommunications, the South African Transport Services, etc., shall also be observed.

The reticulation consists of LV ABC and 11kV overhead lines. The 4 or 5 core Aerial Bundle conductor (3 x 35/70 mm<sup>2</sup>; 1 x 54,6 mm<sup>2</sup> bare neutral and if necessary on the design a 1 x 25mm<sup>2</sup> streetlight conductor) will be installed on 7m, 9m and 10m shared

poles. The aerial bundled conductor system is to conform to SANS 1418 and NRS 018. Only approved makes of conductor and bundled conductor fittings may be used. Under no circumstances will preformed type clamps be permitted. 9m and 10m Poles may only be used, for low voltage reticulation, when sufficient clearance could not be obtained when using 7m poles. These poles are clearly stipulated on the detailed drawings.

All service connections work will be carried out by a Successful bidder appointed by CENTLEC's Supply Chain Management or internally and under supervision of representatives of the abovementioned department.

The medium voltage network will be on 11kV network supplied by Hare or Fox conductor on 10m and 11m poles. Medium and low voltage pole sharing is permitted as shown on detailed drawings.

#### **6.4.2 SURVEYING AND PEGGING**

The Successful bidder will also be responsible for surveying and pegging of all MV and LV poles, anchors and struts. The position of existing driveways or entrances must be taken into account when positioning poles, anchors or struts. (Overhead power lines routes are as shown on the drawings).

CENTLEC will request services from Telkom, Road and Storm water and Telecommunications, Fibre service providers. The Successful bidder must ensure not to damage the services which is indicated.

It is the Successful bidder's responsibility to ensure that the routes are accurately followed and that the best locations are selected for poles, taking into account topographical conditions, road crossings, telephone crossings, buildings, gates, etc. Any major deviation considered necessary to the line route must be approved by the Project Manager

The Successful bidder may not enter private property without the owner's consent. Where such consent is withheld the Employer / Engineer must immediately be notified.

Final pole positions are subject to approval by the Project Manager. Such approval must be gained prior to construction, or else the possible re-positioning of poles may be ordered, at the Successful bidder's expense.

#### **6.4.3 MEDIUM VOLTAGE LINES**

Medium voltage lines are to be built in a horizontal configuration, generally using 2 m cross arms on 10m wooden poles, as indicated on the attached drawings. Where possible, MV line routes will share the LV line routes and here each pole will be a shared structure.

The MV structures are to be built in accordance with the standard drawings attached to this document. Tenderers are to note the following when reading the drawings:

- (a) Prices in the bills of quantities for MV structures are not to include the poles - these are measured separately.

- (b) Earthing of MV lines shall be done after written approval was given to the Successful bidder by the Project Manager

#### **6.4.4 WOODEN POLES**

Unless otherwise specified, wooden poles shall be used. The various constructional arrangements are indicated on the drawings.

Poles shall be capable of withstanding a minimum fibre stress of 55 MPa, shall conform to SANS 753, 754 - 1982 and subsequent amendment and bear the SANS name. Poles with a top diameter less than the values specified in table 15 and cross arms as specified in table 16 shall only be considered if these are capable of withstanding a fibre stress greater than 55 MPa such that the equivalent strength requirements are maintained. Nevertheless the use of poles having a smaller top diameter than those mentioned in table 15 shall be subjected to the approval of the Project Manager

All poles are to be bounded approximately 25 mm below the top with 3 turns of 3 mm diameter galvanised steel wire wrapped tightly around the pole, fixed with galvanised staples or by means of an approved galvanised steel strap.

Templates shall be used for marking of holes required for securing insulator brackets, supports, bolts, CROSS ARMS, cradle supports, etc. Drilling of poles and other wooden structures shall be done prior to erection and all drilled holes, cut surfaces, and pole tops, etc. shall be coated with a creosote/tar mixture.

#### **6.4.5 WOODEN CROSS ARMS**

Contact between cross arms and pole surfaces shall ensure that no possible movement of the cross arm, either longitudinal or rotational can occur. Where necessary, suitable braces (one solid and one slotted) shall be used to stabilize cross arms. Where strain insulators or cradles are to be mounted, it must be ensured that they pull towards the pole, preventing tension on the cross arm attachment bolts.

#### **6.4.6 POLE EXCAVATIONS AND INSTALLATIONS**

##### **6.4.6.1 Excavations**

Excavations for the planting of poles, stays and strut poles are to be done by hand, compressor or drilling machine as specified in the detail technical specification.

During excavation, all material is to be set aside in layers so that it can be replaced in its original strata when the holes are refilled. Compaction is to comply with the requirements set out below.

Proper safety precautions must be taken to ensure the safety of excavations done.

When calculating the cubic capacity of hand excavated pole and stay holes for payment purposes, the following measurements will apply:

7,0 m Poles : 1,2 x 0,65 x 1,3 m deep

9,0 m Poles	: 1,2 x 0,65 x 1,5 m deep
10,0 m Poles	: 1,2 x 0,65 x 1,5 m deep
11,0 m Poles	: 1,4 x 0,65 x 1,5 m deep
13,0 m Poles	: 1,4 x 0,65 x 2,2 m deep
Stays	: 1,5 x 1,00 x 2,0 m deep
Strut poles	: 1,5 x 0,65 x 1,5 m deep

#### 6.4.6.2 Soil conditions.

- (a) Compaction during refilling the pole-holes must be done in layers of not more than 300 mm. Holes must be compacted to a density of 95 % MOD AASHTO. Before the first and final take-over of the installation, all holes must be checked to ensure that no settling occurred and that poles are not leaning to any side. If such conditions occur, poles must be straightened, extra soil added to the pole holes and the backfilling be re-compacted.
- (b) Where sandy or very loose soil is encountered special precautions shall be taken as follows:
  - (i) The soil around the proposed hole shall be removed up to a depth of 2000 mm and approximately 2000 mm dia.
  - (ii) After planting the pole, suitably large rocks and suitable compactable soil shall be laid in approximately 300 mm layers maximum and well compacted, until the pole is securely planted.
  - (iii) Alternatively, the rocks may be replaced by two rings of concrete 1000 mm in diameter by 300 mm thick at the base of the pole and approximately 100 mm below normal ground level.
- (c) Soil conditions will be classified as follows:
  - (i) **Soft soil:** Soil that can be removed by pick and shovel.
  - (ii) **Hard soil:** Soil that can only be removed by compressor after extensive drilling or other mechanical aid has been employed.
  - (iii) **Rock:** Soil that can only be removed with the aid of pneumatic drilling machine for pole holes or blasting for cable trenches.

Poles shall be in a neat straight line being equidistant from the correct property boundary line/pegs or the centre line of the road. Where the road is curved, the poles shall follow the contour of the road. The centre line of poles shall be 500 mm from official property boundary line pegs unless otherwise specified.

Poles shall be placed as indicated on the detail plans. As far as possible and is reasonable, poles shall be at equal spacing in a township, as shown on the drawings.

After tensioning of the overhead lines the plumpness shall be checked and corrected where necessary.

After installation of poles, kiosks, etc., all surplus material, soil, etc., shall be removed and the area generally left in a neat and tidy condition.

Irrespective of all other clauses, the Successful bidder shall ensure the overall secureness of the poles in their holes.

#### **6.4.7 INSULATORS**

MV Overhead Line (11 000 volt “Hare conductor and Fox conductor”)

- a) Line post, Class A, porcelain insulators (metal capped), as specified, must be used at all intermediate points.
- b) 22 kV Long rod (silicon rubber composite), Class A insulators, as specified, must be used at strain and termination points.
- c) Insulators shall be fitted on 20mm diameter spindles.
- d) The post insulators on the intermediate poles must be installed in such a way that a distance of not less than 200 mm is obtained between the conductor and the wooden structure. If necessary longer spindles must be used on the middle phase to obtain the clearance of 200 mm.

#### **6.4.8 CONDUCTORS, ACCESSORIES AND LINE EQUIPMENT**

Detail of conductor types and sizes are given elsewhere in this Specification. Conductors shall comply with SANS 182-1:2008 where applicable.

Stringing of conductors shall be done in accordance with the Manufacturer's sag and tension charts. Conductors shall be strained to the initial sag or tension for the given temperature as specified by the Manufacturer before making them off.

Binding of the MV conductors at strain points shall be done with CENTLEC approved preformed dead-ends. These shall correspond to the size of the conductor being terminated.

Binding at MV intermediate supports shall follow accepted practice for the conductor used. For binding-in of aluminium conductor, armor rods shall always be used except where armoring is automatically provided by the use of the type of tie being installed. In this case extreme care should be taken to ensure that all recommended conductor protection pads are properly in place. Where insulated conductor is being tie or terminated, extreme care must be taken to prevent any damage to the insulation material. Ties suitable for use with insulated conductors must be employed.

Where slack spans are required, care is to be taken to ensure that conductors are free of kinks, bends, etc. and that the span has a neat and tidy appearance.

All line equipment and fittings shall be selected to ensure that their factor of safety is in compliance with the Code of Practice at the maximum design voltage. Equipment such as clamps, tower hooks, spindle brackets, eye nuts, rods, nuts, washers, stay rods, turnbuckles, etc., shall be hot dip galvanized mild steel, the galvanizing complying with the requirements stated elsewhere in this Specification. **All nuts used on MV must be fitted with a locknut and be punched.**

#### 6.4.9 CONNECTIONS AND JOINTS

Connectors must be sized in accordance with the size of the conductor being connected to. Aluminium to aluminium or copper to copper joints, shall be made with the correct clamps as specified. Extreme care shall be taken to ensure that only compatible materials are used for joining aluminium conductors. Terminating lugs shall be of the cold compression type. All aluminium to aluminium is to be coated with Anti-Corrosion Petrolatum paste regardless of the method of jointing and are to be wrapped in Anti-Corrosion Petrolatum tape.

For aluminium to copper connections, either from line to line or from line to cable tail, sacrificial tails shall be used. These tails, which shall be of the same material as the line, shall be joined by means of bi-metal connectors to prevent electrolytic corrosion, and must be installed in accordance with the manufacturer's recommendations. Where copper cables or conductors, not larger than 25 mm<sup>2</sup>, are to be connected to aluminium lines, the correct clamp sizes must be used. In all cases where joints are made between different metals, the copper conductor must be below the aluminium to reduce the risk of electrolytic corrosion.

Where contact between phase conductors are possible, conductors must be supported by stand-off pin insulators. In all cases where connector tails or spans exceed 1,5 m in length, a stand-off insulator must be used.

Cable boxes or other equipment made off to a line supported by an 'H' pole construction, shall be placed as close as possible to the center of a suitable cross arm so that it is directly below the center phase. The cable is to follow a gradual sweep from one of the poles to the equipment in question.

All mid span joints, MV and LV shall be done in accordance with CENTLEC standards and specifications. Clearances across roads shall be as specified for MV and LV reticulation lines.

All "T" off connections from an intermediate structure to a transformer shall be done with Versa crimp compression fittings.

#### 6.4.10 STAYS, SPECIAL STAYS AND STRUT POLES

Stay wires shall be 7/8 SWG galvanized steel of 700 MPA U.T.S. complying with the latest specification version. The use of Crosby clamps or similar equipment on stays will not be permitted.

Adjustable and non-adjustable stay rods are being used. Adjustable stay rods shall be galvanized steel of 400/500 MPA U.T.S. of circular section with turnbuckle to the latest version of specification. The stay wire shall terminate at an approved stay rod assembly

consisting of a 20 mm diameter galvanized stay rod for MV lines and 16mm for LV lines, approximately 2,400 m long and a 450 x 450 x 6 mm thick or (400mm Ø round or 380mm octagonal x 6mm thick for the MV stay and 300mm Ø round or 300mm octagonal x 6mm thick for the LV stay) galvanized steel base plate, securely anchored to the stay rod. The upper end of the stay rod assembly shall consist of an approved galvanized thimble securely threaded in position to which the guy grip of the stay can be secured. The stay rod shall have a threaded area of at least 800 mm long to allow later tensioning or releasing of the stay. Upon initial installation, after the correct tensioning of the stay, the position of the thimble on the stay rod shall be in the middle of the threaded area.

Where lines with "Hare" conductors are anchored, a double stay installation (one adjustable and one non-adjustable) must be applied. Elsewhere, single stays are acceptable, unless otherwise indicated in the schedules.

Stays shall in all cases be looped twice around the pole at a point below the cross arm for a horizontal line construction or just below the level of the middle conductor in the case of a vertical construction. Where two stays are called for, these shall be between vertical conductors or placed 10 cm apart. Suitable pole top make-offs shall be employed and a M12 x 75 galvanized coach screw shall be screwed into the pole to prevent slipping of the stay.

Stay insulators shall be fitted on all stays, those for 11 kV lines being type 11 - 0522 and for LV lines type 11 - 1075. This shall be located not less than 5 m above the ground.

Stays shall be fitted in the opposite direction to which the result strains will be terminated on the pole that is supported. The angle between stay wire and pole shall be 45° where possible but should not be less than 35°. Stays shall be provided as indicated on the drawings, and in any other places necessary for proper stability.

Where a normal angular stay cannot be fitted, because it would be in a road reserve or interfere with an existing or future structure, an overhead flying stay shall be supplied and fitted, as indicated.

- (a) The flying stay shall consist of an additional 7, 9, 10 or 11 meter wooden pole to which a normal stay, as described above, is attached
- (b) This pole shall be connected to the overhead line by means of similar stay wire than is used elsewhere. Connection to the poles shall be with pole top make-offs and stepping must be prevented.
- (c) The flying stay shall consist of 7 strands of No. 8 AWG galvanized wire secured approximately 300 mm from the top of the poles respectively
- (d) The flying stay shall be neatly twisted to ensure maximum strength and to ensure that both poles are plumb, with the stay wire taut.
- (e) The base of the pole **may not** be cut off. Where the top of the pole is cut to maintain even height, the cut portion shall be suitable treated with 3 coats of creosote and bind as stated in the above specification.

Where a normal angular stay or a flying stay is not possible, a raised angular stay (**stub-stay or special stay**), as indicated on drawing ESI/3/b(iii), shall be fitted.

- (a) This shall consist out of a second hand rail bar or similar structure planted approximately 2 meters from the wooden pole.
- (b) The top of the rail bar shall be approximately 2,5 m above ground and shall have a 25 mm dia x 260 mm long round bar securely welded to its upper end. A steel plate 450 mm x 450 mm x 6 mm shall be securely welded to the lower end of the rail bar and shall be a minimum of 1 500 mm below normal ground level.
- (c) The complete assembly before planting, shall be painted with 2 coats of galvanizing paint.
- (d) The stay wire shall be looped around the round bar and then secured to a point 300 mm from the top of the wooden pole.
- (e) The stay wire, stay rod assembly, securing, etc., shall conform to the basic requirements applicable and as detailed under 'stays'.

#### 6.4.10.1 Requirements

##### a. Planted Stays

The stay type is not determined by the voltage of the line but by the size of the conductor used.

Holes for conventional stays can either be dug by hand, augured by machine or dug with a back actor.

No stays shall be planted without the relevant stay plates fitted onto the stay rod.

**TABLE 1: STAY ROD LENGTH**

1	2	3	4	5
Stay type	Length of stay rod	Rod diameter	Soil type	Drawing No
LV	1.5m	12	1 to 4	TS-1-13
MV	2.0m	20	1 to 4	TS-1-13

##### b. Hand dug and Machine dug holes

A rectangular stepped hole shall be dug so that the length of the hole is in line to the projected line of the stay wire. The hole shall be large enough for the stay plate to fit in. Once the hole is dug, the front face of the lower step shall be undercut to accommodate the stay plate. A 80 mm wide slot shall be cut in the steps at 45° to allow for the stay rod. This is absolutely essential as without this the stay rod will cut into the ground when tensioning or with a good rain and cause the pole to lean or possibly break. The stay plate shall be

placed up against undisturbed soil on the pole side of the hole, the hole shall be backfilled and compacted as specified in d.

**c. Augured holes**

**Single auger**

- i) A hole of such a size that the diagonal of the stay plate can fit flat into the hole shall be augured.
- ii) Once the hole has been augured an 80 mm wide slot shall be cut, at 45°, in the ground in the front of the hole, to allow for the stay rod. The stay plate shall be placed against the undisturbed soil on the pole side of the hole. The stay rod shall be laid in the slot that was cut, the augured soil shall then be backfilled and compacted as specified in d.

**Double auger**

- i) A double augured hole may be used. One hole shall be augured to the correct depth and another hole shall be augured adjacent to the first hole on the pole side at half the depth of the first hole. The two holes shall be drilled in line with the stay.
- ii) The stay plate shall be installed against the undisturbed soil of the deeper hole with the stay rod at 45°. The soil shall be backfilled and compacted as specified compaction table.

**d. Compaction of Conventional stays**

After a stay has been planted to the required depth, the soil that is to be filled into the hole shall be at optimum moisture content; if the soil is held in the hand and squeezed, it shall stay compacted after opening the hand. That will indicate that the moisture content of the soil is correct thereby ensuring the best possible compaction.

The hole shall be filled with 250 mm of soil at a time. Each layer of soil shall be compacted with a mechanical or hand compactor until no further settlement occurs. Once it is compacted a further 250 mm layer shall be added and compacted. This shall be done to each layer of soil until the stay hole is filled up to ground level with compacted soil.

- i) It is of no use to fill up the stay hole with soil and compact the surface only as this will only compact the top layer of the soil and not where compaction is required.
- ii) If the soil removed is a very loose soil and does not stay squeezed together when slightly moist, then cement shall be added to the slightly moistened soil. To every five wheelbarrows of excavated soil, add one pocket of cement: this makes a 1/10 mix. The cement shall be properly mixed with the soil then added to the hole in 250mm layers and compacted. The cement mix shall be allowed to set for two days before tension is put on the stay.
- iii) If the soil removed from the hole is clay, an import soil shall be used to backfill the hole as specified in d.2. This import soil shall be a river concrete sand. To every five wheelbarrows of import soil add one pocket of cement. The cement shall be properly

mixed with the soil then added to the hole in 250 mm layers and compacted. The cement mix shall be allowed to set for two days before tension is put on the stay.

- iv) If the hole is waterlogged, the water shall be removed before the soil is replaced, an import soil that is cement stabilized as specified in d.3 shall be used to backfill the hole.

#### e. Compaction testing

For stays that have been planted, backfilled and compacted, the DCP (dynamic cone penetrometer, TPA) may be used to test for soil comparative compaction.

The DCP can only be used as an indicator of the performance of compaction compared to undisturbed soil and shall only be used by a trained operator.

A table, similar to table A.1 shall be used to record DCP readings. The number of blows required to drop 100 mm at the stay shall be recorded in column 2. The number of blows required to drop 100 mm away from the stay in undisturbed soil shall be recorded in column 5. This shall be done every 100 mm up to the required depth.

Care shall be taken when using the DCP as there can be various causes of discrepancies in compacted soil and undisturbed soil

Some causes for discrepancies are:

- a) wet or dry clay in the area;
- b) coarse gravels;
- c) rocks in the backfill and undisturbed soil; and
- d) sandy soils when dry and saturated.

The figures of the cumulative blows in columns 3 and 6 shall be plotted on the graph annex B.

**Table 2: MODEL DCP COMPACTION TESTING**

1	2	3	4	5	6
Depth of DCP at stay	Blows per 100mm at stay	Cumulative blows	Depth of DCP away from stay	Blows per 100mm away from stay	Cumulative blows
0 to 100			0 to 100		
100 to 200			100 to 200		
200 to 300			200 to 300		
300 to 400			300 to 400		
400 to 500			400 to 500		

500 to 600			500 to 600		
600 to 700			600 to 700		
700 to 800			700 to 800		
800 to 900			800 to 900		
900 to 1000			900 to 1000		
1000 to 1100			1000 to 1100		
1100 to 1200			1100 to 1200		
1200 to 1300			1200 to 1300		
1300 to 1400			1300 to 1400		

## NOTES

1. Columns 1 and 4 show the depth of the DCP below the ground level
2. Columns 2 and 5 show the number of blows for the DCP to drop 100mm
3. Columns 3 and 6 show the cumulative number of blows of the DCP per 100mm
4. The values in columns 3 and 6 of this table must be plotted on the X axis of the compaction comparison (see annex B graph)
5. Should the graph of the readings at the stay be above the graph of the readings away from the pole then the compaction around the stay shall be re-done.

(Informative)

Model for a compaction comparison graph

Undisturbed soil versus compacted soil

1400												
1300												
1200												
1100												
1000												
900												
800												
700												
600												
500												
400												
300												

200															
100															
0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75

Number of DCP blows per 100mm (cumulative) (Columns 3 and 6 of the DCP compaction testing table)

**NOTE**

Should the plotted line of the readings **at the stay BE ABOVE** the line of the plotted readings **away from the stay** then the compaction around the stay is insufficient and shall be re-done.

- e. **Strut Poles** with the length adapted to the poles being supported, shall be used where indicated. Approved strut pole brackets, made of galvanized steel shall be used to attach the upper end of the Strut Poles to the supported pole. The lower end of the strut pole shall be planted approximately 1 500 mm below ground level and shouldered against a 450 mm x 450 mm x 6 mm galvanized stay plate as indicated on drawing ESI/1/I(i). The fixing height of the strut pole shall be determined according to the site requirements but will generally be the same as for stay wire. The bracket on the attached Drawing ESI/1/m (i) and (ii) must be installed for MV lines. (The 45° L bracket is sufficient for LV lines.)

#### 6.4.11 POLE MOUNTED DROP OUT FUSES

Pole mounted drop-out fuses, three units to a set, suitable for the voltage specified and bearing fuses of the prescribed sizes shall be provided as shown on drawings. They shall be mounted on a wooden cross arm firmly attached to the pole and be located to ensure easy operation by means of a link stick from the ground. Sufficient clear space for the isolated element must be provided. The minimum ground clearance for live parts shall be 5 m. Where such units are specified for use as links, they are to be fitted with solid copper links manufactured for the purpose.

Allowance shall be made for the supply of six fuses per set, three being spare. When specified, a link stick for the particular equipment, provided with torch attachment is to be supplied under this Contract.

Fuses will be placed at every transformer on the primary side. Sufficient clearance (200 mm) between the transformer tank or bushings of the transformer and fuses hanging open, must be assured.

Pole mounted fuses to be supplied must be the NCX-360 FT to standardize with existing fuses on the network and fuses kept as stock.

#### 6.4.12 SURGE ARRESTERS

Surge arresters shall, unless otherwise specified, be of the metal oxide varistor (MOV) IEC Class 1 type, have a rated current of 10 kA and rated voltage of 12 kV r.m.s. according to the system voltage. A minimum flash-over voltage of 17,5 kV r.m.s. at 50 Hz and 43 kV peak with a 1,2/50 wave form and peak discharge voltage with a 8/20 us current wave of 37 kV at 5 kA shall be maintained. A low voltage surge arrester (6kV, 10 kA) must also be

installed on the transformer and the tank must not be used as connection to earth, but a 16 mm<sup>2</sup> copper conductor must be installed between the earth side of the surge arrestor and the earth stud of the transformer. A set shall comprise three units, complete with suitable wood cross arm mounting bracket.

Earthing shall be effected by means of a 25 mm<sup>2</sup> stranded copper conductor (welding cable) to the transformer main tank earth stud as specified under 'Earthing' elsewhere in this document. This mechanism must be provided to indicate when a surge arrester has operated. This must be visible from the ground. Where arresters are manufactured of an incompatible material with the earth conductor, sacrificial tails shall be used, similar to that specified under 'Overhead Line-Connections and Joints' elsewhere in this Specification

**Table 3: MINIMUM DIAMETERS OF POLE TOPS CORRESPONDING TO POLES CAPABLE OF WITHSTANDING FIBRE STRESS OF 55 MPa**

POLE LENGTH (m)	MIN. POLE TOP DIAMETER (mm)
7,0	140
9,0	160
10,0	160
11,0	180
12,0	180
13,0	180
14,0	180
16,0	180

**Table 4: MINIMUM DIAMETERS OF WOODEN CROSS ARMS**

ARM LENGTH (m)	MIN. POLE TOP DIAMETER (mm)
1,2	140
2,0	140
2,5	140
3,0	140
3,5	160

4,5	160
6,0	160

#### **6.4.13 6.4.13 DANGER NOTICES, PHASE IDENTIFICATION DISCS AND NUMBERING**

Approved danger notices shall be mounted at all structures fitted with transformers, remote mechanically operated switchgear, open cables or other live apparatus, and at other positions as agreed upon by both parties.

They should be written in the appropriate official languages of the Region. The internationally approved electrical warning sign (black lightning beam on a yellow background) shall also be clearly visible on the notice. Notices shall be mounted on the wooden poles, at a height of three meters above the ground level. Writing must be easily discernible letters from ground level and lettering shall be in black on a yellow background.

All transformers, drop-out fuses, gang-operated links, terminal and T-off structures must be equipped with phase identification disks on the high voltage side. These must be red, white and blue, corresponding to the phase and must be fixed to the wooden cross arm, just next to where the line terminates to the cross arm.

All transformers, drop-out fuses, gang-operated links, LV feeders and LV distribution kiosks as well as all the HT poles must get an identification number.

#### **6.4.14 6.4.14 GENERAL SPECIFICATION FOR EARTHING OF ELECTRICAL INSTALLATIONS**

This specification refers to the various earthing requirements for electrical reticulation networks. Earthing must generally be done in accordance with NRS 016 and NRS 059 standards.

Certificates must be provided by the successful bidder on which the measured earth resistance after completion of the installation is stated, as described in the commissioning requirements elsewhere in this specification. These values should be confirmed by additional measurements, as requested by the Project Manager

#### **6.4.15 6.4.15 POLE MOUNTED TRANSFORMERS**

The use of specific type transformers must only be as specified.

##### **TRANSFORMER SPECIFICATION**

100 kVA and 200 kVA - 11 000/400/231 Volt, 3 phase with outdoor bushings suitable for double pole mounting will be used.

##### **a) Connecting facilities**

Bushings on the 11 kV (22kV) side of the transformer **must be of the porcelain type**, according to SANS 1037: 2001 as amended. The bushings mountings shall be of the type that permits replacement of the bushing without entering the tank. Bushings must be suitable for outdoor use and transformers fitted with mounting brackets for Type ZHP0012 surge arrester (a minimum safety clearance of 200mm from bushing or arrester top to

bracket and tank). On the low tension side of the transformer the bushings must be fitted on the side of the transformer (a minimum safety clearance of 60mm from bushing top to pole mount bracket. Bushings and connecting terminals shall be permanently and clearly marked each with **an individual label** (A, B, C, a, b, c and yn) fixed next to each terminal.

The low voltage bushings for items 1 - 3 shall have solid brass/copper stems and supplied complete with suitable standard brass palm type clamps. Bushings and connecting terminals shall be clearly marked each with an individual label (A, B, C, a, b, c and yn) fixed next to each terminal.

**b) Vector Group**

All three phase transformers shall have a vector group in accordance with SANS 780 section 4.14.3 viz Dyn 11.

**c) Oil**

Transformer oil must comply to SANS 555 : 2002 as amended. All transformers supplied must be filled with PCB free, grade 1 oil before dispatched. Tanks must be sealed before dispatch to prevent moisture and unwanted objects from entering. Vacuum must be applied to all transformers during oil-filling and testing.

**d) Sealing**

All transformers must be free-breathing units except otherwise specified in accordance with SANS 780: 1998.

**e) Anti-Corrosion Coating**

The primer paint for the exterior surfaces of the transformer shall conform to SANS 780: 1998 for coastal protection. The final colour must be "Avocado" shade C12 in accordance with SANS 1091: 1975 as amended.

**f) Mounting**

Units specified must be of the skid base type fitted with two channel irons underneath to mount transformer on a double pole H - structure.

**g) Transformer**

The transformer shall comply with all the relevant electrical requirements of SANS 780. The transformer shall be equipped with an off-load circuit tapping device with a range of +/- 5% in 2.5% steps. **The tap selector shall be mounted on the outside of the tank, at a level higher than the top of the transformer core. The selector oil seal must be replaceable from the outside of the tank. The rated no-load secondary voltage shall be 231/400 volt at tap position 3.**

Transformer certificates must be given to the project manager upon energizing the network.

#### **h) Dimensional requirements**

Units specified must be constructed in such a way that it will fit safely between the HT overhead line and the LV H - structure with a **maximum overall high of 840 mm and a maximum width of 1400mm**.

Only if an earth resistance of less than 1 Ohm is attained, will interconnection of the earth points be permitted. The low voltage must preferably be earthed at the first pole away from the transformer.

Earthing of the transformer tank and the secondary side of the MV surge arrestors is to be effected with a crows foot earth point, in accordance with the Distribution Standard by means of at least three 1.2 m copper plated earth spikes installed 500 mm below normal ground level 5 m apart. The spikes are to be connected to each other using 16 mm copper plated earth rod 2.4m long and CAD welding. The first earth spike must be installed 0,5 m away from the pole. All earth points (MV and LV) shall be as described in drawing TS-1-42. An earth resistance of less than 10 Ohm must be ensured. The number of spikes will be determined by the earth resistance value of the ground.

Connection of earth points to transformers must be in accordance to NRS 059 figure A.5. Stay wire (7/3.35 mm) must be used from the transformer tank, connected to the main earth stud with a tinned bolted type connector lug. Install the stay wire with U-nails against the pole with a spacing between the U-nails of 1000 mm. The stay wire must be connected with a tinned bolted type connector lug for 7/3.35 mm stay wire to the crowfoot earth. To prevent corrosion, bitumen, cold tar epoxy or self-fusing tape should be applied from the tinned bolted type connector lug which is CAD welded to the crowfoot earth up to 100mm above ground level.

MV earth points must be provided at the transformer structures and be connected to the transformer tank earth studs. Surge arrestors shall also be connected to this earth system with 25 mm<sup>2</sup> welding cable. An after- installation earth resistance of below 30 Ohm per earth point is required.

Care must be taken to ensure that adequate slack is left on coupling conductor on the secondary side of the surge arrestors to ensure that a visible indication is possible when an arrestor has operated. These connections have to be done with flexible conductors.

#### **i) Transformer windings**

All transformers specified shall be fitted with aluminium cores.

#### **6.4.16 LOW VOLTAGE OVERHEAD LINES (COMBINED EARTH SYSTEM)**

Low Voltage fuse switch 80A or 160A single phase Morsdorf fuses or circuit breakers shall be used to protect the feeder. The low voltage installation will be earthed at each low voltage line, one span away from the transformer. The neutral conductor will act as the earth.

Earthing of the neutral conductor is to occur at the following positions:

One span away from the transformer on each LV line;

Across a neutral surge arrestor mounted on the transformer.

Earthing is to be achieved with stay wire connected onto the bare neutral conductor with double clamps. If the LT earth point is to be provided one span away from the transformer pole, a similar earthing procedure must be followed to that of the HV earth point at the transformer pole. In this case the neutral conductor must be coupled to the earth point.

A crows-foot with three copper earth spikes shall be used for a LV earth. Earth spikes are to be 1,2 m long and installed at least 0.5 m from the pole.

The combined LV earth resistance of a transformer may not exceed 1 Ohm.

To ensure the integrity of the system earthing, all joints and couplings of the neutral conductor should either be crimped or be done with **two** connector clamps.

If a low voltage measurement or distribution kiosk is to be erected at the transformer structure, the LT earth point must be provided at the same point at the opposite end of the structure. Alternatively, the LT earth point must be provided one span away on the low voltage network (on each line radiating from the transformer). If not possible, install PVC insulated copper conductors for the HV earth and install MV and LV earths 5m apart. All LT metering and distribution kiosks must be earthed to the same earth point as the transformer neutral. A low voltage earth resistance (combination of all earth points) of less than 30 Ohm is required.

#### **6.4.17 EARTHING OF BARE MEDIUM VOLTAGE LINES**

No earthing is to be done on medium voltage lines except at the transformers where an earth resistance of less than 30 Ohm is required.

#### **6.4.18 GENERAL SPECIFICATION FOR THE CASTING OF FOUNDATIONS FOR MINIATURE SUBSTATIONS**

The excavation, earthing, backfilling, reinforcing and casting of the concrete for the miniature substation foundation is fully explained in the following drawings: TS-6-1.1, TS-6-1.2, TS-6-2, TS-6-4, TS-6-4.1 and TS-6-6.

The molds for the casting of the foundations will be supplied by CENTLEC, and must be cleaned and returned after each casting.

**As mentioned in the bill of quantities for the casting of foundations for miniature substations, all material must be supplied.**

The SANS and NRS specifications form the basic quality guidelines of the installation and serve to set the standards to which individual components as well as the complete installation must adhere to. In all cases the latest available update of the specifications mentioned applies to this contract. All material supplied must be new and undamaged and

SANS mark-bearing materials shall have preference. Not all specifications are relevant to this contract, only those applicable shall prevail.

It is expected from the bidder to ascertain themselves with the method and means according to which the work shall be executed by having a look at a typical example of such an installation. The work, nonetheless, is described in fair detail hereunder. The Successful bidder shall also confirm, on the Annexure herewith attached, by means of signing it, that such an installation has been examined *in loco* and should any sagging or similar weakening of the road layers occur, be responsible at his own cost for the repairs.

One 60 amp single pole plus neutral earth leakage unit (2,5 kA 30 mA), one 20 amp single pole 2,5 kA circuit breaker, one 16 A light switch and three 16 A switched plug sockets.

#### **6.4.19 PRE-PAYMENT METER ON BASE BOARD (NON SPLIT METER)**

##### **6.4.19.1 An Airdac cable shall have the CENTLEC mark on the outer sleeve.**

The Airdac cable (with a 10 mm<sup>2</sup> x 3 core, orange color connection cable with communication cores (THCU/GSW 10mm<sup>2</sup> XLPE(UV) SNE + COM YEL SAFERDAC - SANS 1507 AFAA) shall be strung from the clamp, attached to the dwelling, to the pole of the electrical main conductors in the street. The connection of the conductors to the electrical box shall be performed by the successful bidder. Cognizance must be taken that the network might be energized. A typical outlay of such a connection is indicated on the drawing that forms part of the specification. Airdac shall be tightened in such a way to allow for the necessary minimum clearance of 2.5m. An extra 1 m length of Airdac cable shall be looped between the clamp attached to the dwelling and the entrance to the Ready board in order to accommodate future relocation as well as serve as a water drip loop. Such a loop shall be neatly tied with cable ties.

##### **6.4.19.2 The conductors of the Airdac cable shall be made off in such a way that the successful bidder has to make the connection to the meter on the ready board, and the pole box.**

Conductors shall not be made off too short. If it is decided that Split electricity dispensers are to be installed for overhead connections the successful bidder shall mount the Keypad and connect the communication wires. The price schedule also makes provision for the successful bidder to install the meter. (Any fault from the successful bidder will be for his own expense)

##### **6.4.19.3 6.4.19.3 A hole, for a 25 mm diameter PVC conduit, which is used for the supply cable, shall be drilled through the wall of the dwelling where the base board will be installed. If the dwelling has been fitted with a distribution board, then a hole must be drilled for the supply thereto. A dwelling that has been fitted with a distribution board, may not be fitted again with a Ready board.**

##### **6.4.19.4 6.4.19.4 A base board with a Ready board mounted thereon shall be installed at a level height of 1,6m in that dwelling. The base board shall be attached through the wall by means of 8 mm threaded rods. On the outside of the wall either 50 mm x 50 mm square washers or 50 mm diameter washers shall be fitted to the threaded rod where after it shall be tightened with an 8 mm nut and then the rod shall be riveted. The base board shall be installed in such a way that the hole that is drilled through the wall, for the supply cable, corresponds with the hole on the base board. The Successful bidder shall clarify the position with the home owner or the occupant of the dwelling if a Ready board must be installed. Absolutely no holes shall be drilled into the base board or into the Ready board. Only existing holes are to be used.**

**6.4.19.5** 6.4.19.5 A 25 mm diameter PVC conduit shall be installed onto the outside wall by means of 2 (two) galvanized pipe saddles which shall be fixed with 6 mm "Fischer" plastic wall plugs and self-tapping screws. The conduit shall be installed with a 90° bend at the top in order to prevent damp or water entering the conduit. The bend shall be properly sealed with a silicon sealer where the cable enters it. The purpose of the conduit is that it serves as the access for the Airdac cable into the Ready board. The Airdac between the clamp attached to the roof of the house and the access conduit to the base board, shall be fitted in the same manner as the access conduit. (The extra meters of Airdac shall be tied with cable ties ).

**6.4.19.6** 6.4.19.6 The digging of a hole and the planting of a 5m wooden pole, next to the informal houses, to obtain a clearance of 2.5m over private property (drawing TS – 5 – 9). The pigtail screw must be installed 100mm from the top of the pole. No 5m poles will be planted next to existing RDP houses. In order to pull the Airdac cable from the overhead low voltage power line to the house, if it is built out of solid brick then either an L-bracket (drawing TS - 5 - 3) on the rafter of the dwelling or a wall bolt with eye shall be used, drilled at the highest point (ridge of the roof) into the wall. The clamp/bolt shall be installed as high as possible to ensure the maximum clearance between the Airdac cable and ground level. The clamps shall be fixed in such a secure manner in order to accommodate the tension of the Airdac cable. The Airdac shall also be installed in such a manner, that there is a gap between the edge of the roof, and the Airdac, to ensure that there is no possibility that the Airdac and the edge of the roof rub against each other, to prevent possible fault occurrences, (short circuits).

**6.4.19.7** The Ready board shall be wired as indicated on the schematic diagram. No other method of wiring or connecting method shall be accepted. The wiring must be done to the consumer's distribution board, provided that this connection does not require a Ready board.

**6.4.19.8** Any damages to the brick- or plaster work shall be repaired by the successful bidder. Repairs shall be covered by at least two coats of PVA undercoat paint.

#### **6.4.20 PRE-PAYMENT METER IN POLE MOUNTED METER BOX (SPLIT METERS)**

**6.4.20.1** The meter box (3CR12) that forms part of the electrical network is mounted at a height of 2m above the ground. The meter box is pre-wired with a 120Ampère single pole circuit breaker. A split pre-payment meter shall be installed inside the meter box and connected. The base board with ready board (if required) and a keypad shall be installed and connected inside the house. (drawing TS – 5 – 51)

#### **6.4.21 DIGGING OF HOLES AND PLANTING OF POLES**

The successful bidder shall, in cases where the clearance of 2.5m cannot be obtained (at informal houses), have to dig a hole (1 m deep) and shall plant a 7m pole next to the informal house. The Airdac shall be pulled to this pole and down the pole fixed with cable saddles at 500mm spacing.

In certain circumstances, where roads or streets are to be crossed, the successful bidder shall have to dig a hole (1.3m deep) just inside a stand (erf) or in a position as prescribed and shall plant a 7m pole as required on the work instruction. No poles shall be planted at a depth less than 1,3 m. Poles must be planted upright with a plum level. The successful bidder shall see to it that, in such cases where more than one pole must be planted, the poles must line up parallel to the street.

**Clearances** shall be as follows; across main roads - 6.1m, a cross roads in townships – 6,1m, along roads 5,5m and over private property - 3m

(Refer to drawings TS - 5 - 9 and TS - 5 - 12)

#### **6.4.22 UNDERGROUND CONNECTIONS –prepayment meter installation**

The meter box will be on the erf boundary. For single phase connections the consumer's electrician must install a 4-core cable (or 3-core cable plus earth) plus 2-core communication cable (for the keypad if pre-payment is to be installed). The price schedules make provision that the successful bidder may install the mentioned meters in the meter boxes. A plan shall be supplied to the successful bidder, indicating the position of the meter boxes in the specific areas. The keypad shall be mounted on the wall, at the position shown by the customer, with "fisher" type wall plugs and self-tapping screws and the communication wires connected to the keypad.

The schedule of prices allow for the installation of meters if so expected by CENTLEC.

#### **6.4.23 CONVERSION FROM CONVENTIONAL (ROTATION) METER TO PRE-PAYMENT METER**

##### **6.4.23.1 Meter inside the house on base board:**

The rotation meter is replaced with a standard (non-split) pre-payment meter on the existing base board.

##### **6.4.23.2 Meter inside a meter box on the outside wall of the house:**

The rotation meter is replaced with a Split pre-payment meter inside the existing meter box. If the customer approves a 6mm or 10mm hole can be drilled through the wall and the keypad installed back to back with the meter box. The keypad shall be mounted on the wall with "fisher" type wall plugs and self-tapping screws and the communication wires connected to the keypad. If the consumer specify another position for the keypad he shall supply and install the 2-core communication wire to the position needed and the meter box.

##### **6.4.23.3 Meter box at the erf boundary:**

The rotation meter shall be replaced with a Split pre-payment meter. The customer must supply and install the 2-core communication cable between the meter box and

the position inside the house where he/she wants the keypad to be installed. The keypad shall be mounted on the wall, at the position shown by the customer, with "fisher" type wall plugs and self-tapping screws and the communication wires connected to the keypad.

Peri-Urban pre-payment meters shall always be installed in a meter box on the erf boundary. In some cases a new meter box will have to be installed on the erf boundary and the existing meter be removed from the house and the tails properly ferruled and taped.

The Successful bidder will receive a detailed drawing of the type of installation and the work to be done.

#### **6.4.24 INSTALLATION OF PERI-URBAN METER BOXES**

- 6.4.24.1** A six-meter wooden pole (minimum pole top 120mm) must be cut into two 3m poles and the sawn areas painted with creosote. The sawn tops must be bound with wire .Install a 3m wooden pole 1m deep as shown on the works drawing to be supplied.
- 6.4.24.2** Collect the Peri-Urban meter box from CENTLEC stores and mount on the wooden pole, as high as possible.

#### **6.4.25 INSTALLATION OF MEDIUM VOLTAGE AND LOW VLOTAGE EARTH ELECTRODES**

- 6.4.25.1** For the installation of new Pole mounted Transformers, or maintenance of existing transformers, medium voltage and low voltage earth electrodes need to be installed. The price schedules allow under this contract for the installation of the above mentioned if and where required.
- 6.4.25.2** Earth electrodes are constructed from vertically driven rods or a combination of buried horizontal rods (2.4m in length) and vertically driven rods (1.2m in length). Earth electrodes shall be installed as deep as possible and not less than 500 mm below the ground surface. The reason for this specification is that the layer of soil above the conductor forms an important medium into which the electrode can dissipate current. Each vertically driven earth rod shall be driven into undisturbed soil. Further, deep burial reduces the possibility of mechanical damage of the earth electrode.
- 6.4.25.3** Medium Voltage earth electrode:

The maximum allowable resistance of the transformer MV earth electrode should not exceed **30 ohm**.

A 2.4metre earth rod is buried horizontally (500mm deep), parallel with the road, next to the transformer structure. Three (3) earth pegs are driven into the ground, one in the center and one at each end of the horizontal rod. Only exothermic welded connections are allowed to connect the vertical rods to the horizontal rod.

Galvanised steel conductor (7/3.35) shall be used as the earth lead from the transformer tank to the earth electrode. Earth leads shall be fastened to wood poles using galvanized wire staples (U nails). The spooling intervals of these pins (U nails) shall be 250mm for the first 2m from the bottom of the pole and may thereafter

increase to 500mm. The closer spooling distance is intended to reduce the probability of conductor removal from the pole.

The galvanised bolted clamp shall be exothermic welded to the horizontal earth rod. The galvanised steel conductor shall be bolted to the clamp. Bitumen tape shall be taped on the galvanised steel conductor, from the welded clamp up to 100mm above ground level. At the transformer the galvanised steel conductor shall be terminated using a galvanised bolted clamp. The clamp shall be bolted to the transformer earth stud.

#### **6.4.25.4 Low Voltage earth electrode:**

The overall resistance to earth of the LV electrode should not exceed **1 ohm**. LV earth installation shall

installed at the first peri-urban meter box, as near as possible to the transformer, but still 5 metres away from the MV earth and care should be taken that all the peri-urban meter boxes be connected to the LV earth.

A single earth rod shall be driven into the soil at the peri-urban meter box. Galvanised steel conductor (7/3.35) shall be used as the earth lead. Inside the meter box the earth lead shall be terminated with a galvanised bolted clamp and bolted onto the earth stud with round washer and nut. A galvanised bolted clamp shall be exothermic welded to the vertically driven earth rod. The galvanised steel conductor shall be bolted to the clamp. Bitumen tape shall be taped on the galvanised steel conductor, from the welded clamp up to 100mm above ground level.

If the maximum values for the MV and LV electrodes cannot be achieved with the standard electrode configurations CENTLEC shall be requested to investigate alternatives.

#### **6.4.26 RECTIFYING OF EARTHING AT COMBINED NEUTRAL EARTH (CNE) CONNECTIONS**

At older installations, the connection is still combined neutral earth (CNE). The price schedule allow for the Successful bidder to assist any program of CENTLEC to investigate and rectify dangerous situations because of the earthing that is not properly done.

The Successful bidder shall investigate houses in given areas and bridge the earth and neutral inside the meter box. Mainly these meter boxes are against an outside wall, but might also be a base board inside a house.

The Successful bidder shall mount a label clearly indicating that this is a "Combined Neutral Earth connection".

#### **6.4.27 DIGGING OF TRENCHES FOR INSTALLATION OF LOW VOLTAGE CABLES (refer to T3.2 #12)**

**6.4.27.1** The excavations will be for the supply of electricity connections to houses, businesses and industry. There is a time limit for the supply of electricity connections according to the Quality of Service regulation NRS-047-1 of 1999. The Superintendent will therefore contact the Successful bidder as soon as the Job card and work drawing has been received. Work will commence within one working day after the first site inspection.

- 6.4.27.2** The Successful bidder shall be responsible for the excavation of trenches. The Successful bidder shall take precautions that no hazard is posed to the public and/or employees on a site. The Successful bidder shall acquaint himself with all existing services by obtaining drawings with all services indicated by the relevant service authority and ensure that these services are not damaged during excavations. All Municipal and Telkom services must be exposed by hand with suitable cross trenches in the vicinity of the road crossing before construction work commences. This will be inspected by the Superintendent within the one day notice given. Where existing services are damaged, the Successful bidder shall be responsible for the cost of the repair of service. **The cable trenches shall be excavated 300 mm wide and 600mm deep.**
- 6.4.27.3** Tenderers must reflect their tariffs for cable trenches in soil, soft rock and hard rock on per unit rate in the price schedules. The actual quantities shall be verified on site by the Superintendent. Trench lengths shall be rounded to the nearest half meter.

**Soft soil:** Soil that can be removed by pick and shovel.

**Hard soil:** Soil that can only be removed after extensive drilling or other  
Mechanical aid has been employed.

**Rock:** Soil that can only be removed with the aid of blasting.

#### **6.4.28 ROAD DRIVE WAY CROSSINGS**

- 6.4.28.1** After permission has been obtained from the Traffic Department for the road crossing, the Successful bidder shall give at least one day's notice of their intention to start with the work by contacting the Superintendent. In case of a drive way and grassed pavement crossing, the house owner must be informed.
- 6.4.28.2** The existing asphalt surface will be cut with a diamond cutter, 150mm wider on each side of the specified width of the trench and the asphalt be removed before excavation work commences.
- 6.4.28.3** The minimum depth of the road and/or drive way crossing will be **600mm deep for Low Voltage cables** from the top of service to the final road level, unless otherwise specified.
- 6.4.28.4** Backfilling and compaction of the trench will be done with crusher run, slightly wet, mixed with 3% lime to obtain a CBR of 100 (DCP = 32 blows per 100mm) to a depth of 300mm and a CBR of 45 (DCP = 17 blows per 100mm) for the rest of the trench as measured at any position in the trench with a Dynamic Cone Penetrometer (DCP).
- 6.4.28.5** The asphalt will be of the same type, thickness and standard as the adjacent road structure.
- 6.4.28.6** Bitumen MC30 prime coat will be applied to assure proper bonding between the new asphalt and the top layer as well as the existing asphalt on both sides of the trench.
- 6.4.28.7** As far as possible, the existing kerb stones will not be removed at road crossings but a tunnel will be dug underneath them and the backfilling and compaction will be of the same standard as the rest of the trench. If it becomes unavoidable to remove the existing kerb stones as a result of the width of the trench, kerb stones similar to those which have been removed, will be used as replacements.

- 6.4.28.8** After completion of the road and/or drive way crossings, the road or drive way surfaces will be repaired in such a way that no bumpiness will be observed as a result of the road and/or drive way crossings.
- 6.4.28.9** Grass and plants will be restored to its original state as far as possible. Damage to irrigation systems shall be repaired or broken items be replaced by the Successful bidder.
- 6.4.28.10** The Successful bidder will be responsible for the maintenance of the road and/or drive way crossings for a period of 12 months and should any sagging or similar weakening of the road layers occur, be responsible at his own cost for the repairs.
- 6.4.28.11** Road Safety during the construction period of a road crossing, will be the responsibility of the Successful bidder.
- 6.4.28.12** If a road crossing has been set open for traffic before the asphalt has been replaced by making use of temporary top gravel layer, maintenance to the road crossing will be done on a daily basis and would consist of re-installing sufficient material to level the crossing with both ends of the asphalt.
- 6.4.28.13** Any trenches in the roadway parallel to the kerb line will be avoided as far as possible due to the damage which would be caused to the road structure. If any such trenches seem to be unavoidable, the City Engineer's Department will be contacted beforehand for special permission in this regard.
- 6.4.28.14** The Successful bidder will provide CENTLEC with the name and 24hour telephone number of the supervisor/contact person on site in respect of each road crossing.

**6.4.29      INSTALLATION OF POLE MOUNTED METER BOXES**

Pole mounted meter boxes are used to install split pre-payment meters outside the dwelling. A meter box will be collected from CENTLEC and installed with the bottom of the box 2m above ground level. A copper cable will be installed from the overhead line to the meter box. The cable will be terminated on the overhead line by means of IPC clamps. The cable will enter the box with a steel gland and shroud. It might be expected of the Successful bidder to also install a circuit breaker and No.1 PVC gland (ABB type for Airdac).

**6.4.29.1    MATERTIAL**

Steel clamp for the installation against the house for the Airdac

Base plate (fiber glass) for the meter/Keypad and the Ready board

Base plates shall be of the compression moulded glass-fiber reinforced polyester type.

Base plates to be suitable for keypad with ready board and meter with ready board

**6.4.29.2    Ready board for the informal houses**

Boards shall be of the compression moulded glass-fiber reinforced polyester-type.

Boards to be pre-assembled and wired ready to install:

2 x 800 mm red and black 10 mm<sup>2</sup> PVC soft drawn copper wire connected to main earth leakage

1 x 500 mm x 10 mm<sup>2</sup> bare stranded soft drawn copper earth wire connected to earth terminal

Boards to be fitted with one bulkhead fitting with BC Holder for maximum 60 Watt lamp

Boards to house the following equipment

One 60 amp single pole plus neutral earth leakage unit (2,5 kA 30 mA), one 20 amp single pole 2, 5 kA circuit breaker, one 16 A light switch and three 16 A switched plug sockets.

**Airdac 10mm<sup>2</sup> x 3 core, orange color connection cable with communication cores (THCU/GSW 10mm<sup>2</sup> XLPE (UV) SNE + COM YEL SAFERDAC - SANS 1507 AFAA)**

**All Airdac and Cable shall have the CENTLEC mark on the outer sleeve.**

The cable must be suitable for use of overhead house service connections on a 400 / 231V distribution system and constructed as follows: Circular stranded hard drawn copper phase conductor colour red, XLPE insulated with identified neutral of equal resistance and bare earth conductors arranged concentrically around it, polyethylene sheeted with an insulation level of 600 / 1000 V. All covering shall be UV Resistant including the red XLPE covering of the phase conductor. To comply with NRS 017-1993. The two separator cores shall be insulated communication conductors.

Clamps for concentrically 10mm<sup>2</sup> Airdac cable

Dead-end clamp for 10mm<sup>2</sup> Airdac.

Suspension clamp for 10mm<sup>2</sup> Airdac.

#### **6.4.29.3 Wooden poles:**

7meter - 80 to 100mm top diameter.

These poles shall be suitable for overhead transmission lines and shall be of 55 MPa/kN tested strength in accordance with SANS 754: 1984 in the sizes specified unless otherwise specified. All poles shall be marked with the relevant tested breaking strengths as required. Poles must be impregnated in accordance with SANS 1290: 2000. The method of banding shall be galvanized nail plates, of a size which would cover at least 75% of the pole top area. The wire binding known as "farmers knot" at top end of poles

#### **6.4.29.4 Pigtails screws:**

M8 galvanized length excluding pigtail ± 90 mm, to be installed 100mm from the top of the 7m kicker pole.

M8 x 3 000 mm full threaded rod:

Galvanized to SABS 763-1988.

M8 nut:

Galvanized to SABS 763-1988 and undercut to fit M8 galvanized threaded rod.

#### **6.4.29.5 Washer:**

50 x 50 x 3 mm galvanized with M8 hole.

**NOTE:** All Airdac and Cable shall have the CENTLEC mark on the outer sleeve.

#### **6.4.30 TECHNICAL DRAWINGS**

**6.4.30.1** The works drawing(s) will be supplied to the successful bidder.

### **7. SPECIAL CONDITIONS**

- 7.1. The successful bidder will be expected to supply CENTLEC with a complete safety file within two weeks of receiving the appointment letter. The specification of this safety file is attached as Annexure 1.
- 7.2. In the event that the successful bidder(s) appoints sub-Successful bidder, the following shall be expected:
  - a. To ensure that the sub-Successful bidder to be appointed will be supplied with Safety Health Environment and Quality (SHEQ) specification.
  - b. To ensure that the SHEQ documentation is audited regularly for the duration of the contract.
- 7.3. The successful bidder will be expected to enter into a Service Level Agreement with CENTLEC.
- 7.4. CENTLEC reserves the right to appoint more than one bidder.
- 7.5. CENTLEC reserves the right to supply material for the works to the successful bidder.
- 7.6. The successful bidder will be remunerated only after an inspection was done and the work is found satisfactory.
- 7.7. This bid will be executed on an ad-hoc basis.
- 7.8. The successful bidder shall ensure that their employees are properly informed and trained to perform the task. All their employees, who will work on this bid, shall attend and complete, successfully, the CENTLEC SOP course at the CENTLEC Training Centre, with a minimum pass percentage of 70%.
- 7.9. The bidder shall ensure that all tasks are performed in line with applicable legislation, e.g., OHS Act and all related regulations, National Environmental Management Act, Electricity Amendment Act, Electricity Supply Regulations, the Mangaung Metro Municipality By-laws relating to electricity supply and the Standard Operating Procedures of CENTLEC.
- 7.10. The successful bidder shall conduct a written daily risk assessment of the work to be performed on site.

- 7.11. The successful bidder shall compile and present a health and safety plan based on the risk assessment.
  - 7.12. The successful bidder will be required to submit a Health and Safety File before commencing with duties. The Health and Safety file will have to meet the CENTLEC standard that forms part of this specification, and it will have to be submitted within two weeks of receiving the appointment letter.
  - 7.13. The successful bidder shall inform CENTLEC of any sub-contractor they employed during the duration of the contract and shall ensure that the Health and Safety file is updated accordingly.
  - 7.14. CENTLEC will carry out periodic audits at least once a month. The time frames will be agreed upon by the successful bidder and CENTLEC.
  - 7.15. The successful bidder must supply power plant to supply themselves with power (400V, 3 phase) where necessary.
  - 7.16. The successful bidder must train CENTLEC employees on maintenance of any new equipment installed (transfer of skills) and submit a training schedule with details in how this training will be done.
  - 7.17. The successful bidder will provide all plant, material, transport and labour required for the construction and commissioning of the replaced equipment.
  - 7.18. The successful bidder must arrange for three (3) CENTLEC employees to witness all FAT test on new and refurbish equipment. This must include accommodation, catering, flight arrangements and transport.
  - 7.19. The successful bidder must give notice to CENTLEC of at least 7 days prior to the FAT test date.
  - 7.20. All design documentation shall be submitted with the bid document.
- 7.21. SITE INFORMATION:
- i Existing Services - The site conditions vary and the successful bidder needs to establish the existing services prior to site establishment. The successful bidder shall supply at their own expense, all water and electricity to the site for carrying out the installation. The successful bidder shall erect and maintain at this own expense suitable and approved temporary fencing to enclose such areas of the works to be carried out and all areas of land occupied by the successful bidder within the Site as may be necessary to implement his obligations under the Contract.
  - ii Accommodation on Site - No housing is available. If required, the successful bidder shall provide all accommodation required.
  - iii Ablution Facilities - The successful bidder shall provide for the duration of the contract ablution facilities on the site in the form of chemical closets for the use of personnel employed by the works. All ablution facilities provided by the successful bidder shall be efficient, sanitary and non-offensive and all sanitary fees payable to any local authority shall be paid by the successful bidder.

- 7.22. References - All hardware and related equipment must be upgraded or replaced in accordance to the Manufacturers maintenance requirements.
- 7.23. All damaged and redundant equipment (related to maintenance/refurbishment) must be delivered to the supply chain stores, scrap yard. The site should be cleared of all rubble and be disposed of appropriately.
- 7.24. There will be twelve (12) months defects liability period on the workmanship. A 10% retention will be withheld for twelve (12) months from the date of 1st commissioning for any defects on the workmanship.
- 7.25. Penalties (10%) on the invoice submitted will be imposed on the successful bidder, for delays and not keeping to the agreed timelines for specific phases of the project. (As per the program of works submitted).

## 8. PRICING DATA

### 8.1. PRICING INSTRUCTIONS

- 8.1.1 The quantities set out in the specification provided are approximate and do not necessarily represent the actual amount of QUANTITIES / VOLUME to be supplied. The quantities of supplied and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- 8.1.2 The prices and rates to be inserted in the Bills of Quantities (in your bid document) are to be the full inclusive prices described under the several items. Such prices and rates shall cover all costs and expenses that may be required for the delivery of items as described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the bid is based, as well as overhead charges and profit.
- 8.1.3 A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 8.1.4 Price to be inserted to in unit terms as stated
- 8.1.5 All quoted prices must in South African Currency (Rand)

## 8.2. PRICING SCHEDULE

- The following is a **Generic** Bill of Quantities (Appendix A).
- All prices should be in ZAR and be exclusive of VAT.

## 9. GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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 contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store ne or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts 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 unsuccessful bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "**Local content**" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "**Manufacture**" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "**Order**" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "**Project site**," where applicable, means the place indicated in bidding documents.
- 1.21. "**Purchaser**" means the organization purchasing the goods.
- 1.22. "**Republic**" means the Republic of South Africa.
- 1.23. "**SCC**" means the Special Conditions of Contract.
- 1.24. "**Services**" means 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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 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
- 5.3. except for purposes of performing the contract.
- 5.4. Any document, other than the contract itself mentioned in GCC clause
- 5.5. 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.
- 5.6. 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

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

## 7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - 7.3.1. 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
  - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## 8. Inspections, tests and analyses

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

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

## 9. Packing

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

## 10. Delivery and documents

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental services

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

- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 13.1.4 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
- 13.1.5 training of the purchaser's personnel, at the supplier's plant and/or onsite, in assembly, start- up, operation, maintenance, and/or repair of the supplied goods.
- 13.1.6 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## 14. Spare parts

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

- 14.1.1 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 in the event of termination of production of the spare parts;
- 14.1.2 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.3 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required

by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.3. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subsuccessful bidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.
- 21.5. 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:
  - 23.1.1 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;

if the Supplier fails to perform any other obligation(s) under the contract; or 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 fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2 the date of commencement of the restriction
- 23.6.3 the period of restriction; and
- 23.6.4 the reasons for the restriction.

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

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

#### **24. Anti-dumping and countervailing duties and rights**

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for 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 successful bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the successful bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

#### **25. Force Majeure**

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

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

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

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

27.5.1 the parties shall continue to perform their respective obligations under

the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

## 28. **Limitation of liability**

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

28.1.1 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

28.1.2 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**

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**

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

## 31. **Notices**

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

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

## 32. **Taxes and duties**

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

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

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

### **33. National Industrial Participation (NIP) Programme**

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 No. 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 successful bidder(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or successful bidder(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 No. 89 of 1998.
- 34.3. If a bidder(s) or successful bidder(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 successful bidder(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or successful bidder(s) concerned.

## 10. APPENDIX: STANDARD CONDITIONS OF BID

### Standard Conditions of Bid

(AS PER GOVERNMENT GAZETTE NO. 29138 OF 18 AUGUST 2006)

(As contained in Annexure F of the Standard for Uniformity in Construction Procurement)

#### F.1 General

##### F.1.1 Actions

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

##### F.1.2 Bid Documents

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

##### F.1.3 Interpretation

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

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

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

**F.1.4 Communication and employer's agent**

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

**F.1.5 The employer's right to accept or reject any bid offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a bid process or the rejection of all responsive bid offers re-issue a bid covering substantially the same scope of work within a period of six (6) months unless only one bid was received and such bid was returned unopened to the bidder.

**F.2 Bidder's obligations**

**F.2.1 Eligibility**

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

**F.2.2 Cost of bidding**

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

Obtain, as necessary for submitting a bid 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 bid documents by reference.

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is required to seek adequate cover for covering liability that may ensue during the contract term.

**F.2.10 Pricing the bid offer**

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

**F.2.10.2** Show VAT payable by the employer separately as an addition to the bided total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

Not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative bid offers**

**F.2.12.1** Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer

is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.

**F.2.12.2** Accept that an alternative bid offer may be based only on the criteria stated in the bid data or criteria otherwise acceptable to the employer.

**F.2.13 Submitting a bid offer**

**F.2.13.1** Submit a bid offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the bid data.

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

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

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

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

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

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

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

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

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

**F.2.15      Closing time**

**F.2.15.1** Ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the bid data.

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

**F.2.16      Bid offer validity**

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the bid data for an agreed additional period.

**F.2.17      Clarification of bid offer after submission**

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

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

**F.2.18      Provide other material**

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

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

**F.2.19      Inspections, tests and analysis**

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

**F.2.20      Submit securities, bonds, policies, etc.** If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies

and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other bid documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before to the bid closing time stated in the bid data and notify all bidders who drew procurement documents.

**F.3.2 Issue addenda**

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date that bid documents are available until seven days before the bid closing time stated in the bid data. If, as a result a bidder applies for an extension to the closing time stated in the bid data, the employer may grant such extension and, shall then notify all bidders who drew documents.

**F.3.3 Return late bid offers**

Return bid offers received after the closing time stated in the bid data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

**F.3.5 Opening of bid submissions**

**F.3.5.1** Unless the two-envelope system is to be followed, open valid bid submissions in the presence of bidders' agents who choose to attend at the time and place stated in the bid data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.5.2** Announce at the meeting held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.

**F.3.5.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

#### **F.3.6 Two-envelope system**

**F.3.6.1** Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each bidder whose technical proposal is opened.

**F.3.6.2** Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

#### **F.3.7 Non-disclosure**

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

#### **F.3.8 Grounds for rejection and disqualification**

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

#### **F.3.9 Test for responsiveness**

**F.3.9.1** Determine, on opening and before detailed evaluation, whether each bid offer properly received:

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

**F.3.9.2** A responsive bid is one that conforms to all the terms, conditions, and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

#### F.3.10 Arithmetical errors

**F.3.10.1** Check responsive bid offers for arithmetical errors, correcting them in the following manner:

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

**F.3.10.2** Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

#### F.3.11 Clarification of a bid offer

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

## F.3.12 Evaluation of bid offers

### F.3.12.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the bid data and described below:

Method 1: Financial offer	1)	Rank bid offers from the most favourable to the least favourable comparative offer.
	2)	Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1)	Score bid evaluation points for financial offer.
	2)	Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for referencing.
	3)	Calculate total bid evaluation points.
	4)	Rank bid offers from the highest number of bid evaluation points to the lowest.
	5)	Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1)	Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.
	2)	Score bid evaluation points for financial offer.
	3)	Calculate total bid evaluation points.
Method 3: (Continue)	4)	Rank bid offers from the highest number of bid evaluation points to the lowest.
	5)	Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1)	Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.
	2)	Score bid evaluation points for financial offer.
	3)	Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for referencing.
	4)	Calculate total bid evaluation points.
	5)	Rank bid offers from the highest number of bid evaluation points to the lowest.
	6)	Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
	7)	Score financial offers, preferences and quality, as relevant, to two decimal places

### F.3.12.2 Scoring financial offers

Score the financial offers of remaining responsive bid offers using the following formula:

$N_{FO}$  =  $W_1 \times A$  where:

$N_{FO}$  = the number of bid evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the bid data.

$A$  = a number calculated using either formulas 1 below as stated in the bid data.

Formula	Basis for comparison	Option 1	Option 2
1.	Lowest price or percentage commission/fee	$\left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)$	$P_m/P$

where:

$P_m$  = the comparative offer of the most favourable bid offer.

$P$  = the comparative offer of bid offer under consideration.

### F.3.12.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the bid data and calculate total score for quality.

**F.3.13 Insurance provided by the employer**

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

**F.3.14 Acceptance of bid offer**

**F.3.14.1** Accept bid offer only if the bidder complies with the legal requirements stated in the bid data.

**F.3.14.2** Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

**F.3.15 Notice to unsuccessful bidders**

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

**F.3.16 Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the bid documents to take account of: a) addenda issued during the bid period,

- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.17 Issue final contract**

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

**F.3.18 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.19 Provide copies of the contracts**

Provide to the successful bidder the number of copies stated in the bid data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**SUPPORTED/NOT SUPPORTED**

---

Sibongile Ncamani (Compiled)

**First Engineering Assistant**

---

M. Mpholo

**GM: Planning**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED / NOT APPROVED**

**RECEIVED BY**

---

J. Mojaje

**EM: Engineering Wires**

---

PR Makhele

**Snr SCM Practitioner**

Date: \_\_\_\_\_

Date: \_\_\_\_\_