



**PANEL OF APPROVED ELECTRICAL CONTRACTORS FOR SUPPLY AND  
INSTALLATION OF INTEGRATED SOLAR STREETLIGHTS AND SOLAR HIGH  
MASTS LIGHTING IN VARIOUS CLUSTERS OF RAY NKONYENI LOCAL  
MUNICIPALITY FOR A THREE-YEAR PERIOD – RATES ONLY TENDER**

NOTICE NO: 109 of 2022

BID NO: **8/2/RNM0374**

**NAME OF THE BIDDER**

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**BID AMOUNT R** \_\_\_\_\_

TECHNICAL SERVICES DEPARTMENT  
P.O. BOX 5  
PORT SHEPSTONE  
4240

JULY 2022

## TABLE OF CONTENTS

	Page
number	
1. Bid Advert	11-13
2. Standard forms	15-17
3. Evaluation Criteria	18-20
4. Certificate of attendance at clarification meeting	
5. General conditions of contract	21-34
6. Technical Specification	35-46
7. Attachments:	
7.1. MBD 3 Pricing Schedule (Non-Firm Prices)	47-50
7.2. MBD 4 Declaration of interest	51-53
7.3. MBD 6 Past experience	54
7.4. MBD 6.1 Points claimed (BBBEE certificate)	55-59
7.5. MBD 6.2 Declaration for local production and content for designated sectors	60-63
7.6. MBD 7 Declaration past SCM practices	64-65
7.7 MBD 8 Certificate of independence Bid Determination	66-68
1. Annex C Local Content Declaration – Summary Schedule	69
2. Annex D Imported Content Declaration – Supporting Schedule to Annex C	70
3. Annex E Local Content Declaration – Supporting Schedule to Annex C	72
4. Engineering and Construction Short Contract (ECSC) between RNM and Contractor	73-106



## **MUNICIPAL NOTICE: 109 of 2022**

**Bid No: 8/2/RNM0374**

**PANEL OF APPROVED ELECTRICAL CONTRACTORS FOR SUPPLY AND INSTALLATION OF NEW INTEGRATED SOLAR STREETLIGHTS AND SOLAR HIGHMASTS LIGHTING IN VARIOUS CLUSTERS WITHIN RAY NKONYENI LOCAL MUNICIPALITY FOR A THREE-YEAR PERIOD – RATES ONLY TENDER**

Bids are hereby invited for the Panel of approved electrical contractors for supply and installation of integrated solar streetlights and solar high masts lighting in various clusters within Ray Nkonyeni Local Municipality for a three-year period. Only bidders who are registered with a CIDB classification grading of 3EP or higher are eligible to submit a tender and will be considered for an award.

Bid documents can be downloaded for free from e-tenders portal <https://etenders.treasury.gov.za> and Ray Nkonyeni Municipality website [www.rnm.gov.za](http://www.rnm.gov.za), from the 08 July 2022.

Reference: “Tender No 8/2/RNM0374: Panel of approved electrical contractors for supply and installation of integrated solar streetlights and solar high masts lighting in various clusters within Ray Nkonyeni Local Municipality for a three-year period”

Bidders to submit two (02) copies of the bid document together with the original bid document, bidders that fail to submit copies will be disqualified. Fully completed Bid documents must be submitted in a sealed envelope, clearly marked “Tender No. 8/2/RNM0374 Panel of electrical contractors for supply and installation of integrated solar streetlights and solar high-masts lighting to Ray Nkonyeni Municipality for a three-year period” and must be deposited in the Bid box at the Municipal offices at 10 Connor Street, Port Shepstone, no later than 12:00 on 23 August 2022 after which all Bids will be opened in public.

Ray Nkonyeni Municipality subscribes to the Broad-Based Black Economic Empowerment Act (BBBEEA), Act 53 of 2003, Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000), and Preferential Procurement Regulations, 2017. The 80/20 preference point system shall be applicable during the evaluation on and adjudication of this Bid proposal.

### **LOCAL CONTENT**

Bidders will be disqualified if the declaration certificate and Annex C (Local Content Declaration Summary schedule) are not completed and submitted as part of the bid.

The designated items and percentages are as follows;

Steel Lattice Towers and Masts	100%
Cables	90%
Streetlight Poles	100%

**Tenders will be evaluated on functionality, price and BBBEE. All tender offers that fail to score the minimum of 60% of points for Functionality will be rejected. The following criteria will be used for functionality evaluation: -**

\*

<b><u>Functionality Evaluation Criteria</u></b>	<b><u>Maximum Points</u></b>
Company Experience	10
Vehicle and Plant	10
Key Personnel with relevant experience	20
Site Agent / Supervisor Experience	10
<b>TOTAL</b>	<b>50 Points</b>

A compulsory clarification virtual meeting will be held 12 July 2022 @ 08h30. Please confirm your attendance with Ms Nandi Sihlali via email [nandi.sihlali@rnm.gov.za](mailto:nandi.sihlali@rnm.gov.za) and cc Ms Vaneshree Moodley [vaneshree.moodley@rnm.gov.za](mailto:vaneshree.moodley@rnm.gov.za) 3 days before the meeting.

Enquiries are to be directed to Ms Nandi Sihlali of Ray Nkonyeni Municipality by no later than three days before tender closure on 039-688-2088/9 or via email [nandi.sihlali@rnm.gov.za](mailto:nandi.sihlali@rnm.gov.za).

#### **NOTE TO BIDDERS ON BID CONDITIONS**

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation;
- Council reserves the right to inspect the business premises to ensure that they meet with all relevant requirements of the company;
- Bidder who does not meet any of mandatory requirements shall be automatically disqualified: CIDB registration Grading grading of 3EP or higher.
- Only service providers registered in the Central Supplier Database (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote;
- Qualifications obtained outside of South Africa must be verified by South African Qualifications Authority (SAQA), and bidders to provide proof of SAQA verification;
- Unsuccessful bidders will be informed of the Bid outcome through the Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, [mm@rnm.gov.za](mailto:mm@rnm.gov.za) or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date

of the notice **will not** be entertained; and

- Bids submitted are to be valid for a period of **120 days**.
- Bidder to submit two (2) copies of tender documents together with the original.
- Tender documents will be available on eTenders portal.

**NB: FAILURE TO SUBMIT TWO (2) COPIES WILL RESULT IN DISQUALIFICATION.**

**SM MBILI  
MUNICIPAL MANAGER  
P.O. Box 5  
PORT SHEPSTONE 4240**

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS  
(NOT TO BE RE-TYPED)**

**NB!!!! Please attach copies of the following documents.**

- **Company registration documents.**
- **Certified copy of ID documents of directors/owners/members/  
Shareholders.**
- **Copy of a valid TAX Compliance Certificate  
Or Tax Compliance Status PIN Sheet.**
- **CSD Registration**
- **Certified copy of BBEE Certificate /SWORN AFFIDAVIT**
- **Declarations (MBD 4, 8 & 9).**
- **Joint Venture agreements (where applicable)**


<h2>STANDARD FORMS</h2>
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THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

<b>RAY NKONYENI MUNICIPALITY STANDARD FORM FOR BIDS</b>
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<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE</b> (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	8/2/RNM0374	CLOSING DATE:	23 August 2022	CLOSING TIME:	12:00
DESCRIPTION	PANEL OF APPROVED ELECTRICAL CONTRACTORS FOR SUPPLY AND INSTALLATION OF INTEGRATED SOLAR STREETLIGHTS AND SOLAR HIGHMASTS LIGHTING IN VARIOUS CLUSTERS WITHIN RAY NKONYENI MUNICIPALITY FOR A 3-YEAR PERIOD				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

<b>RAY NKONYENI MUNICIPALITY</b>				
<b>PO BOX 5</b>				
<b>PORT SHEPSTONE (10 Connor Street)</b>				
<b>4240</b>				
<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:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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	TREASURY SCM	CONTACT PERSON	Ms Nandi Sihlali	
CONTACT PERSON	BONGANI MFENQA	TELEPHONE NUMBER	039 6882088	
TELEPHONE NUMBER	039-3128304	FACSIMILE NUMBER		
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:Nandi.sihlali@rnm.gov.za">Nandi.sihlali@rnm.gov.za</a>	
E-MAIL ADDRESS	<a href="mailto:Bongani.mfenqa@rnm.gov.za">Bongani.mfenqa@rnm.gov.za</a>			



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER;</p> <p>1.5. A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID;</p> <p>1.6. ONLY A CONSOLIDATED B-BBEE CERTIFICATE, ISSUED BY A SANAS APPROVED VERIFICATION AGENCY, WILL BE ACCEPTABLE FOR THE CLAIMING OF PREFERENCE POINTS WHERE BIDDERS SUBMITTED THEIR BID AS A JOINT VENTURE / CONSORTIUM;</p> <p>1.7. A BIDDER WHO IS A JOINT VENTURE HAS INCLUDED MBD 4, 8 &amp; 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID</p> <p>1.8. THE BIDDER OR A COMPETENT AUTHORISED REPRESENTATIVE OF THE CONTRACTOR WHO SUBMITTED THE BID HAS ATTENDED THE COMPULSORY CLARIFICATION MEETING OR SITE INSPECTION;</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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.</b></p>

**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:

.....

## EVALUATION OF TENDER OFFERS

The procedure for evaluation of responsive Bid Offers will be **METHOD 4 if applicable to your bid: (Financial Offer, preference and quality (functionality))** with 80/20 Preference Points System. Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data. The total score awarded will be the addition of the two scores for price and preference.

The following formula will be used in Calculation of Percentage for Functionality

$$PS = \frac{So \times Ap}{Ms}$$

Where:

Ps = percentage scored for functionality by Bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = Maximum possible score

Ap = percentage allocated for functionality

Points system for functionality will be as per tables below.

### **Bidders who do not meet the mandatory requirements will be disqualified.**

**Mandatory requirements: Failure to meet the following mandatory requirements will result in disqualification.**

1. CIDB Registration Grading of 3EP or higher. Certified copies not older than three months.
2. Proof of ownership of crane truck or letter from the hiring agent indicating that they are willing to hire crane truck to your company. Certified copies not older than three months.
3. Electrical Contractor Registration with Department of Labour. Certified copies not older than three months.
4. Photovoltaic Green Card Installation Certificate. Certified copies not older than three months.
5. Valid First Aid Certificate; attach a valid first aid certificate from accredited institution, certified copy that is not older than 3 months.
6. Health and Safety representative; attach a valid health and safety certificate from accredited institution, certified copy that is not older than 3 months.
7. Civil / Structural Engineer for civil related work (i.e. highmasts installations).

ASPECT	CRITERIA	POSSIBLE POINTS	VERIFICATION METHOD
<b>Company Experience</b> The company has successfully completed installation of number of integrated solar streetlights and/or high	3 or more Projects	10	Attach 3 or more appointment letters and completion certificate / letter confirming successful completion of the projects in past 5 years.

masts lighting projects in past five years	2 projects	8	Attach 2 appointment letters and completion certificate/ letter confirming successful completion of the projects in past 5 years.
	1 project	6	Attach 1 appointment letter and completion certificate/ letter confirming successful completion of the projects in past 5 years.
	No projects	0	No attached appointment letters and completion certificates
<b>Vehicle and Plant</b> Ownership of construction Plant and Equipment i.e., Crane Truck	Crane Truck	5	Attach Natis Documents for Crane Truck or Lease Agreement for Hired Truck
	Cherry Picker	3	Attach Natis Documents for Cherry Picker or Lease Agreement for Hired Truck
	Light delivery vehicle	2	Attach Natis Documents for Vehicle or Lease Agreement for Hired Vehicle
	No proof of ownership or proof of hire	0	No attached Natis Documents or Lease Agreements
<b>Key personnel with relevant experience of 3 solar projects completed in the past 5 years</b>	Professional ECSA registration	8	Attach CV of key personnel with reference letters of 3 solar projects completed in the past 5 years with Certified Copy of ECSA registration certificate.
	Artisan Electrician	4	Attach CV of qualified artisan electrician with reference letters of 3 solar projects completed in the past 5 years and certified copy of trade test certificate.
	Photovoltaic (PV) green card specialist	4	Attach CV of PV specialist with reference letters of 3 solar projects completed in the past 5 years and certified copy of PV green card certificate.
	Civil / Structural Engineer	4	Attach CV of key personnel with reference letters of 3 solar projects completed in the past 5 years and certified copy of Degree/Diploma in Civil/ Structural Engineering certificate.
<b>Site agent / Supervisor Experience</b>	Three completed projects of installation of integrated solar	10	Attach CV indicating three completed integrated solar streetlights or solar high

	streetlights or solar high masts lighting within the last 5 years		masts lighting installation projects with traceable references
	Two completed projects of installation of integrated solar streetlights or solar high masts lighting within the last 5 years	8	Attach CV indicating two completed integrated solar streetlights or solar high masts lighting installation projects with traceable references
	One completed project of installation of integrated solar streetlights or solar high masts lighting within the last 5 years	6	Attach CV indicating one completed integrated solar streetlights or solar high masts lighting installation projects with traceable references
	No completed projects of installation of integrated solar streetlights or solar high masts lighting within the last 5 years	0	No attachment
<b>Total Points</b>		<b>50</b>	

### **Total Score or Points for Functionality**

The procedure for evaluation of responsive Bid Offers will be as follows:

- Functionality : Bidders shall score a minimum of 60%. Bidder who does not meet the threshold shall not be evaluated further.
- Rates will be negotiated with bidders who qualify to be appointed on the panel.

#### b) Financial Offer

The financial offer will be scored using the following formula:

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

Where:

W1 = **80** for financial values up to R 50, 000, 000.00 (inclusive of VAT) of all responsive tenders received:

P<sub>m</sub> = the value of the comparative offer of the most favourable tender;

P = the value of the comparative offer under consideration;

Ray Nkonyeni Municipality subscribes to the preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000) and its associated Preferential Procurement Regulations.

In the application of the 90/10 preference point system, if all bids received are below R 50, 000, 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above R 50, 000, 000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.

#### c) Preferences

Up to **20** points (for financial values up to R 50, 000, 000.00), will be awarded to bidders who complete the preference schedule and who are found to be eligible for the preference claimed.

**Scoring of points for B-BBEE status level Contributor**

Points must be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points respectively for B-BBEE.

## **GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests, and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

## General Conditions of Contract

1. **Definitions**
  - 1.1 The following terms shall be interpreted as indicated:
  - 1.2 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.3 "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.
  - 1.4 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.5 "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.
  - 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.7 "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, commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.8. "Database application form" means the application form required by the Ray Nkonyeni Municipality to be filled in by the successful Bidder, following the award of the contract, for inclusion on the RNM database before payment is made.
  - 1.9 "Day" means calendar day.
  - 1.10 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.11 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.12 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.13 "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.

- 1.14 " 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.
- 1.15 "Fraudulent practice" means a misrepresentation of facts in Order to influence a procurement process or the execution of 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.
- 1.16 "GCC" means the General Conditions of Contract.
- 1.17 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.18 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.19 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.20 "Manufacture" means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 "Project site," where applicable, means the place indicated in bidding documents.
- 1.23 "Purchaser" means the organization purchasing the goods.
- 1.24 "Republic" means the Republic of South Africa.
- 1.25 "SCC" means the Special Conditions of Contract.

- 1.26 “Services” means those functional services ancillaries 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.
- 1.27 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tort” means in breach of contract.
- 1.29 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.30 “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards Mentioned in the bidding documents and specifications.
- 5. Use of consent, Contract specifications, documents and other**
- 5.1 The supplier shall not, without the purchaser’s prior written disclose the contract, or any provision thereof, or any plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person

- information inspection** than a person employed by the supplier in the 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 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third Party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance award, security performance** 7.1 Within thirty (30) days of receipt of the notification of contract the successful bidder shall furnish to the purchaser the security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents** 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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

**12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

**13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

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

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

- 14. Spare parts** 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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.
  - 16.5. Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.
- 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 or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation Orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 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 Sub-contracts 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 subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination For default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to



the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 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 supplier as having no objection and proceed with the restriction
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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:
- (a) the name and address of the supplier and / or person restricted by the purchaser;
  - (b) the date of commencement of the restriction;
  - (c) the period of restriction; and
  - (d) 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** 24.1 When, after the date of bid, provisional payments are required  
, or  
and anti-dumping or countervailing duties are imposed, or the  
amount of  
countervailing amount of a provisional payment or anti-dumping or  
duties and rights 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. **Force majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. **Termination for insolvency** 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
27. **Settlement of disputes** 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable African law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 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 stamp duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, 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 SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of sublet a contracts** 33.1 The contractor shall not abandon, transfer, cede assign or contract or part thereof without the written permission of the purchaser.
- 34. Amendment of contracts conditions,** 34.1 No agreement to amend or vary a contract or order or the stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition Of restrictive Practices** 35.1 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 , or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10)years and / or claim damages from the bidder(s) or contractor(s)concerned.

**No contract will be awarded to a person who has failed to submit a copy of Tax Compliance Certificate with a PIN from the South African Revenue Service (“SARS”) certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

\*\*\*\*\*

## **TECHNICAL SPECIFICATIONS**

### **STANDARD SPECIFICATION – TECHNICAL**

GENERAL: Ray Nkonyeni Municipality has identified this project for off-grid area/public lighting in various municipal wards and clusters. This section of the specification covers the standards of materials, equipment and workmanship and general methods.

Tenderers must provide a dailux lighting simulation, to verify that components match the product offered. Products must be supplied with IEC 60598-2-3 test report or at the least, IEC or TUV certification on electronics.

### **1. SOLAR STREET LIGHTING:**

#### **1.1. 80W INTEGRATED SOLAR STREETLIGHT SPECIFICATION**

The streetlight must be a fully integrated system with full die cast Aluminium housing, including the mono crystalline photo-voltaic (PV) solar panel, single LED luminaire, maximum power point tracker (MPPT) charge controller, night and microwave sensor, lithium LifePO4 battery (that is, all 5 components).

- Luminaire ingress rating of IP66
- Aluminium lamp housing shall be robustly constructed, weatherproof, hail proof, corrosion proof and vandal resistant. It shall be manufactured with nanoporous anodic aluminium Oxide (AAO) and tempered glass and shall be grey in colour.
- Luminaire shall have an operating temperature of -20°C to 65°C. The diffuser lens must be a manufactured with polymethyl methacrylate (PMMA). The lamp shall consist of a chip LED board arrangement which conforms to IESNA LM80-08.
- The IP66 ingress protection rating shall withstand high ambient temperature and vandalism (IK10) and ensure that all components are protected against the ingress of dust and moisture, which leads to corrosion and premature failure. All screws, bolts and metal parts shall be stainless steel and anti-corrosion treated material.
- A separate fuse holder containing a 10A fuse shall be located on the outside on the sealed unit, allowing for easy replacement.
- A microwave sensor and night sensor with a 120° wide detecting angle shall be incorporated into the luminaire. The night sensor shall allow the lamp to switch off during the day and on at night. The microwave sensor shall allow the light to dim to 30% of the maximum light output when there is no motion and back up to 100% light output when there is motion, thus allowing for maximum possible autonomy from the system.

- Luminaire must have a minimum of 8000 lumens (provide supporting lighting simulation results).
- Luminaire shall have an 18V 100W high efficiency mono crystalline silicon solar PV panel.
- The luminaire shall have a lithium battery (12.8V45AH) with charge-discharge cycles between 1500-2000.
- Luminaire shall have a maximum power point tracker (MPPT) controller with a 96% charging efficiency.
- Luminaire weight shall be up to 25kg.
- Luminaire correlated colour temperature (CCT) shall be 6000K with a CRI of >75.
- Luminaire shall have a fixed tailstock that shall fit on a pole of 50-90mm.

## **1.2. LED LUMINAIRE SPECIFICATIONS**

The LED luminaire shall be designed to meet the lighting criteria for Class B roads. The luminaire shall be designed in accordance with SANS specifications and the following requirements:

- Design life: In excess of 25 years.
- The replacement, upgrading and servicing of the LED unit and the battery shall be possible.
- Minimum IP rating of the luminaire: IP66.
- Glass protector of the solar panel and the LED diffuser shall be tempered.
- To operate at an ambient temperature of -30C to +60C.
- Thermal design shall be for KZN south sea coastal exterior conditions, i.e. high temperatures, high pollution, highly corrosive.
- The LED life expectancy shall be 50,000 hours at 80% lumen maintenance – Bidder to attach documentary proof or evidence, that is, technical data sheets which demonstrate the statistical correlation.
- High efficiency LEDs > 85 lumens/watt absolute photometry CRI > 75. (Bidder to attach documentary proof or evidence showing compliance, shall submit with the tender.
- Colour temperature shall be neutral white 5000K.
- Submit a report for LEDs used in the luminaire, which shall include ff.:
  - Measured LED junction temperature for a given test condition and extrapolated for an ambient temperature of 35°C.
  - LED drive current.

- LED manufacturer data that clearly correlates LED junction temperature and LED drive current to lumen maintenance.
- Attach proof confirming that failure of one LED will not cause additional LEDs to fail.
- The controller shall incorporate a temperature sensor which shall reduce the current to protect the LEDs at higher than rated ambient temperatures. The temperature sensor not to switch off the LEDs at high temperatures.
- Luminaire closure shall be by means of 4 stainless steel tamper-proof screw allen/hex bolts at the rear and front of the luminaire and secured by a tamper-proof screw / torque anti-theft bolt to minimise theft and vandalism.
- The control unit shall be incorporated into the luminaire housing.
- The luminaire shall automatically disconnect the supply to the power supply once the luminaire is opened.

### **1.3. PHOTOMETRIC REQUIREMENTS**

Attach detailed calculations to confirm photometric results, to the tender document. Submit the photometric data based on measurements undertaken by an internationally certified lighting laboratory. The photometric report shall contain :

- Absolute candela values, at an ambient temperature of 24.5°C and humidity of 65.7%
- Description and photograph of the luminaire under test.
- Supply voltage and LED currents during testing.

Calculations shall be based on the following criteria:

- LED lumen depreciation of 80%
- Maintenance factor of 0.9 (allowing for a 10% light loss due to dirt on the protector surface).

### **1.4. CONTROL UNIT:**

The control unit shall have the following features:

- Charging temperature at daytime shall be between 0°C to +60°C,
- For temperatures < 0°C, the control system will automatically stop to protect the battery, and it will revive to charge the battery when the temperature goes higher than 0°C,
- Discharging temperature at night is between: -20°C to +60°C,
- Solar controller must be supplied with a MPPT solar controller technology.

### **1.5. WARRANTY**



- The bidder shall provide warranty that the goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials. The bidder shall warrant that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under prevailing site conditions.
- The bidder shall warrant that each luminaire supplied under the contract shall have a maximum lumen depreciation of not more than 10% of the original lumen output of the luminaire during the period of warranty.
- The warranty shall remain valid for twelve (12) months after the goods or any portion thereof as the case may be, have been delivered.
- The municipality shall promptly notify the service provider in writing of any claims arising under this warranty.
- Upon receipt of such notice, the service provider shall, within the specified period and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the municipality.
- If the service provider, having been notified, fails to remedy the defect(s) within the specified period, the municipality may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the municipality may have against the service provider under the contract.

## **2. SOLAR STEP POLE SPECIFICATION (9m TOTAL LENGTH)**

The total pole length shall be 9,2m – the poles shall be 9.2 m long suitable for planting on the ground, giving a mounting height of 8m. Pole dimensions 127/101/76mm.

### **2.1. WORKING LOADS**

- All poles shall be designed according to SANS 10225, to carry the luminaires as specified. Applicable criteria: -
  - Terrain category 3
  - Design wind speed 40m/s
  - Altitude 0m
  - Horizontal and vertical deflections shall not exceed the requirements of SANS 10225 code.

### **2.2. CONSTRUCTION**

- Poles shall be of tubular design with a minimum diameter at the base of 127/101/76 - 76mm diameter at the top.
- The base of the smaller diameter tube shall be securely welded to the top of the bigger tube by means of a reducing washer. A reducing cone of a minimum thickness of 3mm and a minimum height of 140 mm shall be welded to the smaller and the bigger tube.
- The steel used in the manufacture of the poles shall comply with the SABS specification 1431 Grade 355WA with minimum yield strength of 355MPa. Tests and analyses certificates must be provided upon request by the municipality. No steel sections shall be less than 2.5mm – wall thickness.
- All welding shall be carried out by coded welders only. Proof that all welders have been tested shall be provided upon request by the municipality.
- A galvanized base plate, the size of the access opening, is welded to the bottom of the pole.
- Bidder to advise about supply of K-Clamp.

### **2.3. DIMENSIONS**

- Pole dimensions 127/101/76mm – poles shall be tubular design.
- The poles shall be 9.2m long suitable for planting in the ground, giving a mounting height of 8m.
- The poles shall at the upper end have a diameter of 76mm to accommodate a post top fitting. Solar bracket to be mounted onto the pole.
- Access opening complete with cover, not smaller than 230 x 90 to be provided 500mm above ground level. To be secured by two 5-sided stainless steel hot dip galvanized allen screws and galvanised mounting / gland plate.
- Upon special request from the municipality, two cable entries to be provided 300mm below ground level at 90° displacement from the access opening.

### **2.4. CORROSION PROTECTION**

- For corrosion protection, all parts of the pole and associated parts shall be hot dip galvanized according to SANS 121 ISO 1461 specification and. Bidder shall provide inspection certificates upon on request from the municipality.
- No welding, drilling, punching, bending or removal of burrs shall be carried out after galvanizing.

### 3. SOLAR LED FLOOD LIGHT HIGH MASTS LIGHTING

The solar LED high mast lighting shall consist of :-

- 150Watt LED high illumination LED flood lights
- 400W mono crystalline solar PV panels
- Top mounted battery box/cabinet manufactured from 3C12 steel with enclosure
- 5.1kWh lithium LifePO 48-100A batteries
- Solar maximum tracker (MPPT) charge controllers
- Control electronic-interconnecting wire/cables and module mounting structure, at a height of 20 meters above the ground
- 19m/20m high mast pole split in sections, with 2m stubby to be buried in the ground in a cemented foundation. 17m/18m mast above the ground.

The solar LED high mast shall be designed in accordance with following requirements:-

- Design life of solar high mast be in excess of 5 to 10 years
- LED Luminaire rating of IP66.
- Die casted durable lamp housing shall be robustly constructed, weatherproof, hail proof, corrosion proof and vandal resistant. It shall be grey in colour.
- Luminaire shall have an operating temperature of -20°C to 55°C. The diffuser lens must be manufactured with polymethyl methacrylate (PMMA). The lamp shall consist of a LED board arrangement with a warranty. Must submit an IEC 60598-1 or IEC 60598-2-3 certification.
- The IP66 ingress protection rating shall ensure that all components are protected against the ingress of dust and moisture, which leads to corrosion and premature failure. All screws, bolts and metal parts shall be stainless steel and anti-corrosion treated material.
- LED flood light must have a minimum of 22000 lumens (provide supporting lighting simulation results).
- 400W high efficiency mono crystalline silicon solar PV panel with IEC / TUV certification.
- Lithium LifePO battery (48V 100A) with charge-discharge cycles between 3000-6000 with 10 to 15 design life cycle.
- Luminaire shall have a maximum power point tracker (MPPT) controller with a 96% charging efficiency.
- Luminaire weight 6kg per luminaire.
- Luminaire correlated colour temperature (CCT) shall be 5000K with a CRI of >70.

- Luminaire shall be supplied with a galvanized mounting bracket.
- IEC or TUV certification shall be provided for solar panels, lithium battery, and for solar controller.

### **3.1. PHOTOMETRIC REQUIREMENTS**

Attach detailed calculations to confirm photometric results, to the tender document. Submit the photometric data based on measurements undertaken by an internationally certified lighting laboratory. The photometric report shall contain:

- Absolute candela values, at an ambient temperature of 24.5°C and humidity of 65.7%
- Description and photograph of the luminaire under test.
- Supply voltage and LED currents during testing.

Calculations shall be based on the following criteria:

- LED lumen depreciation of 80%
- Maintenance factor of 0.9 (allowing for a 10% light loss due to dirt on the protector surface).

### **3.2. SOLAR CONTROLLER UNIT**

The solar controller unit shall have ff.

- Charging temperature at daytime shall be between 0°C to 60°C
- When temperatures goes below 0°C, the control system will automatically stop to protect the battery.
- When temperatures go higher than 0°C,
- Discharging temperature at night is between -20°C to 60°C.

### **3.3. WARRANTY**

- The bidder shall provide warranty that the goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials. The bidder shall warrant that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under prevailing site conditions.

- The bidder shall warrant that each luminaire supplied under the contract shall have a maximum lumen depreciation of not more than 10% of the original lumen output of the luminaire during the period of warranty.
- The warranty shall remain valid for fifty-four (54) months after the goods or any portion thereof as the case may be, have been delivered.
- The municipality shall promptly notify the service provider in writing of any claims arising under this warranty.
- Upon receipt of such notice, the service provider shall, within the specified period and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the municipality.
- If the service provider, having been notified, fails to remedy the defect(s) within the specified period, the municipality may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the municipality may have against the service provider under the contract.
- 6x 150W – 132000lm minimum requirements
- 9x 150W –

#### **3.4. SOLAR HIGH MAST POLE SPECIFICATIONS**

The solar high mast pole shall be supplied in four sections with flanges at the end of each section to bolt together, to construct a single high mast design.

The total length of 19m/20m – 17m/18m

- 2m mounting stubby with dimensions of 273mm diameter
- 6m 273mm
- 6m 219mm
- 5m 177mm

#### **3.5. CONSTRUCTION**

- Poles shall be of tubular design with a minimum diameter at the base of 275mm (outer diameter) and constructed in four sections by means of flanges welded to the base of each section.
- The steel used in manufacture of poles shall comply with SABS spec 1431 Grade 355WA with minimum yield strength of 355MPa. Bidder to provide test and analysis certificates. No steel sections shall be less than 3mm wall thickness.

- All welding shall be carried out by coded welders only. Proof that all welders have been tested shall be provided on request.
- Bidder to advise about supply of K-Clamp

### **3.6. DIMENSIONS**

- Pole dimensions 127/101/76mm – poles shall be tubular design.
- The poles shall be 19m long with a 2m stubby suitable for planting in the ground, giving a mounting height of 17m.
- The poles shall at the upper end have a diameter of 177mm at the smallest point at the top of the mast.
- Access opening complete with cover, not smaller than 230 x 90 to be provided 2000mm above ground level. To be secured by two 5-sided stainless steel hot dip galvanized allen screws and galvanised mounting / gland plate.
- Earthing.
- The high mast shall be provided with earthing straps and rod which shall be fastened to mast as a safety measure.

### **3.7. CORROSION PROTECTION**

All parts of the pole and its associated parts shall be hot dip galvanized to SANS 121 ISO 1461 specifications. Contractor to provide an inspection certificate upon request from Ray Nkonyeni Municipality.

No welding, drilling, punching, bending or removal of burrs shall be carried out after galvanizing.

### **3.8. SCOPE OF WORK**

The scope of work shall include design, manufacture, supply, install and commission of solar LED high mast lighting system including five years comprehensive warranty maintenance in various clusters within Ray Nkonyeni local Municipality.

### **3.9. COMPLETE SOLAR HIGH MAST**

A complete solar high mast should comprise of the following:

- 9 X 80W LED high illumination luminaires with battery packs and solar panel.
- Minimum 57AH 12,8V Lithium battery packs built into the LED luminaires
- The luminaire shall have an 18V 100W high efficiency mono crystalline silicon solar panel.
- A minimum 20m high (above ground) steel pole capable of mounting all of the above-mentioned LED luminaires, batteries and can withstand the load.
- The successful service provider will be required to assess the identified project sites and provide a layout for the solar high masts.

### **3.10. SOLAR RECHARGEABLE BATTERY**

The solar rechargeable battery shall have the following features :

- The battery should be at least 57AH at 12,8VDC lithium LifePO battery packs.
- Battery service Life shall be more than 2000 times, under normal conditions.
- Operate in temperatures of between -30°C and 60°C.
- Have a charged maintenance ability according to IEC standards.
- Be capable of rapid charging in 1 to 6 hours.
- Battery enclosure shall be secured by means of steel tamper-proof allen/hex bolts to minimize theft and vandalism.



### **3.11. LED LUMINAIRE SPECIFICATION**

The solar LED high mast luminaire shall have the following specifications and parameters:

- Photocell
- 10° to 45° tilt angle
- Power output – 150W
- Voltage 48VDC
- Voltage fluctuation – 10% of rated voltage
- IP rating of IP66
- Minimum luminous flux of 22000Lm
- Colour temperature of 5000K
- Mounting height of 17m / 18m
- Working temperatures -30°C to +60°C
- Lighting time of 7 days a week, 12 hours a day/nights
- High efficiency LED > 130 lumens/Watt (bidder to provide proof or evidence)
- Colour rendering index (CRI) of 70/80
- Working lifetime of 50000 hours at 80% lumen maint. (Bidder to provide proof or evidence confirming statistical correlation).
- Warranty period of 5 years
  
- Submit a report for LEDs used in the luminaire, which shall include ff.:
  - Measured LED junction temperature for a given test condition and extrapolated for an ambient temperature of 35°C.
  - LED drive current.
  - LED manufacturer data that clearly correlates LED junction temperature and LED drive current to lumen maintenance.
  - Attach proof confirming that failure of one LED will not cause additional LED's to fail.
  
- Battery enclosure shall be secured by means of steel tamper-proof allen/hex bolts to minimize theft and vandalism.
  
- Controller must incorporate a temperature sensor which shall reduce the current to protect the LEDs at higher than rated ambient temperatures. The temperature sensor is not to switch off the LEDs at high temperatures.

### **3.12. MOUNTING POLE**

The high mast pole to be designed in accordance to SANS 10225 under the ff. criteria and working loads :-

- Terrain category 3

- Design wind speed 40m/s
- Altitude 0m
- Horizontal and vertical deflections shall not exceed the requirements of SANS 10225.

The high mast pole shall be a galvanized steel pole with the following minimum requirements

- At least 17m above ground level
- Strength of 500KN – withstand total weight of up to 5,000kg.
- Working load of 144km/h cross winds.
- Mechanical winch to hoist up the luminaires up and to lower them to a working height that is reachable for maintenance purposes.
- Brackets to be mounted underneath top mounted battery enclosure to support the 150W LED luminaires

### **3.13. BASE**

The base shall consist of the following:

- 2600x2600x2000 steel foundation for concrete base.
- The high mast foundations shall be designed and constructed in accordance with SANS 10100 (Pt 1 & Pt 2) to withstand the forces imposed by the mast. The soil conditions and the soil bearing capacity shall be determined by a set of DCP tests for each individual mast. The results of these tests shall be recorded and placed in the project file for each high mast installation.
- The concrete cover of the reinforcing bars shall be not less than 50mm in all cases. The contractor shall provide evidence of the actual concrete cover achieved for the base and the plinth. The concrete shall have a design compressive strength of not less than 25 MPa after 28 days. The concrete strength of the base and the plinth shall be measured after 28 days by the Schmidt Hammer Test method for each foundation. The test results shall be recorded in the high mast project file.
- The plinth shall be designed to have a projection of not less than 300mm above nominal ground level after backfill compaction has been completed.

### **3.14. LIGHTNING CONDUCTOR**

Each high mast shall be fitted with a lightning conductor spike at the top point of the luminaire. This spike shall be connected to the highmast earthing system. The steel high mast may be used as the earth path provided that a 70mm<sup>2</sup> flexible copper cable

is installed at hinge point to ensure that electrical currents do not pass through the hinge joint. The high mast shall be connected to the earthing system by means of a 16mm diameter stud welded to the inside of the mast.

### **3.15. GEO TECHNICAL SURVEY**

The contractor shall be responsible to determine the soil conditions for each high mast location. This information shall be to the satisfaction and approval of the municipality to ensure design confidence.

### **3.16. PROCEDURES REGARDS EXISTING SERVICES AND EXCAVATIONS**

- The contractor shall be required to take special care to locate existing services that would be affected by the installation of the high mast. The contractor will be responsible for the repair and reinstatement to any services damaged by them or any of their sub-contractors.
- In the event of damage occurring to any existing services, the contractor shall immediately notify the Ray Nkonyeni Municipality and the owner of the service (that is, Ugu District Municipality, Eskom, Telkom, Sanral or KZN Provincial Department of Transport). All minor and major damages shall be reported.
- All repairs to these services shall be to the satisfaction of the Ray Nkonyeni Municipality and the owner of the service.
- Penalties including consequential damage shall be levied at the sole discretion of the Municipality for damage to existing services caused under the following circumstances.
  - Damage due to unauthorized excavation
  - Damage due to unauthorized blasting activities.

### **3.17. REVIEW AND APPROVAL OF DRAWINGS AND DOCUMENTATION**

The contractor shall submit 2 (two) sets of all documentation and drawings for review and subsequent approval by the Municipality. The Municipality shall complete the review within 7 (seven) working days and return ONE set of drawings and documentation to the contractor. These drawings and documentation will be marked with the review and approval status with comments where necessary. In the event of re-submittal of the drawings or documents being required, this shall be done within 7 (seven) working days after the request.

### **3.18. DESIGN FREEZE**

Upon review and acceptance of drawing and calculations by Ray Nkonyeni Municipality, the design of each highmast shall be fixed. No modifications, revisions, or changes shall be made to the design and drawings, after this date, without prior written application to the municipality. The application shall include a full technical and commercial motivation for the changes.

### **3.19. DESIGN CHANGES**

The contractor shall not change or modify the designs or drawings or documentation after it has been approved by the municipality, without written consultation, instruction or approval by the Ray Nkonyeni Municipality. The municipality is not obligated to approve or access any design changes that are proposed by the contractor after design freeze of the project.

### **3.20. RECORD KEEPING AND DOCUMENT TRACKING**

- The contractor shall maintain a tracking system for documents and drawings.
- The latest approved drawings shall be used for carrying out all works.
- All quality records and data books shall be maintained and be traceable to the specific highmasts.
- The contractor shall maintain a copy of all records pertinent to this contract for a period of 5 years after completion of the contract.
- Contractor shall first notify the Municipality prior to destroying any records. Such notification shall be issued in writing at least 6 months prior to any action to dump or destroy the records.

### **3.21. PROGRAMME OF WORKS**

Upon issuing of purchase order by Ray Nkonyeni Municipality, the contractor shall be required to submit a detailed manufacturing, construction, installation, and commissioning programme for the works (as per NEC Contract); within 5 working days. Key dates and milestones must be indicated in the program. The programme of works shall be reviewed and approved by the Municipality.

### **3.22. SERVICE LEVEL AGREEMENT**

Service level agreements (SLA) shall be entered into between the Ray Nkonyeni Municipality and the successful service providers or contractors.

### **3.23. THEFT AND VANDALISM**

Battery Enclosure and Solar Panels shall be secured by means of steel tamper-proof allen/hex bolts to minimize theft and vandalism.

## **4. NORMATIVE REFERENCES**

The following table contains provisions that, through reference in the text, constitute requirements of the specifications. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.

<b>SANS / NRS STANDARDS</b>	<b>STANDARD DESCRIPTION</b>
NRS 025	Photo Electric Control Units for Lighting (PECU)
ARP 035	Guidelines for the Installation and Maintenance of Street Lighting
SANS 121	Hot dip galvanized coatings on fabricated iron and steel articles
SANS 1088	Luminaire entries and spigots
SANS 1200 A	General
SANS 1200 C	Site clearance
SANS 1200 D	Earthworks
SANS 1200 G	Concrete structural
SANS 1200 H	Structural steelwork
SANS 1200 HC	Corrosion protection of structural steelwork
SANS 1431	Weldable structural sheets
SANS 2001 – CS1	Construction works : Structural steel works
SANS 10100	The structural use of concrete (Part 1 and 2)
SANS 10162	The structural use of steel : The limit states design of hot rolled steelwork
SANS 10214	The design, fabrication and inspection of articles for hot dip galvanizing
SANS 10225	The design and construction of lighting masts
SANS 60529	Enclosure for electrical equipment (Classified according to degree of protection that the enclosure provides)
SANS 60598-2-3	Luminaires : Particular requirements for road and street lights luminaires
SANS 62305-3	Protection against lightning

## 5. SCHEDULE OF QUANTITIES

### 1. GENERAL NOTES:

- 1.1 The Schedule of Quantities contains pages numbered consecutively in each Bill as indicated in the Contents. Before the Tenderer submits his tender, he should check the number of the pages and if any are found missing or duplicated or the figures in writing indistinct, or the Schedule of Quantities contain any obvious errors, he should apply to the Engineer at once and have same rectified, as no liability whatsoever will be admitted by the Engineer in respect of errors in tender due to the foregoing.
- 1.2 The Schedule of Quantities form part of and must be read in conjunction with the Specification which document contains the full descriptions of the work to be done and material and equipment to be used and unless otherwise described in the Schedule of Quantities, reference should be made to the Specification for the full meaning descriptions of work to be done and materials and equipment to be used in this service.
- 1.3 Should there be any errors of extension or addition in the Schedule of Quantities, the Employer shall have the right to correct the errors, the unit rates being taken as correct, and to adjust the Tender Price accordingly.
- 1.4 For the convenience of the Tenderer, reference is made to the Specification, but this in no way releases the Sub-Contractor of his obligation under any other applicable clause.
- 1.5 Tenderers shall complete the Schedule of Quantities and shall submit details of unit prices and the total amount for each item.
- 1.6 No alteration, erasure or addition is to be made in the rest of the Schedule of Quantities. Should any alteration, erasure or addition be made, it will not be recognized but the original wording of the Schedule of Quantities will be adhered to.
- 1.7 The responsibility for the accuracy of the quantities written into the Schedule remains with the person who prepared the Schedule. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage, and the tender sum submitted shall be in respect of the quantities set out in the schedule, although he will be required to make his assessment of items such as brackets, fixings, etc., from details stated in the Schedule and shall include in the item price for the complete installation in accordance with the Specification.
- 1.8 Variations in the scope and extent of the work included in the Schedule shall be allowed to meet the Employers requirements and shall be measured and costed at rates entered in the Schedule, where appropriate and shall form an addition to or deduction from the total of the Schedule. Any items or variation for which rates have not been included in the Schedule shall be agreed and priced as non-scheduled items in accordance with the provisions of the Contract.
- 1.9 The rules governing the extent and costing of the variation shall be those provided for in the Conditions of Contract and Preambles.
- 1.10 Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any items shall be fully included in the unit price. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting,

setting, fitting and fixing in position, cutting and waste, patterns, model and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of contract.

- 1.11 The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the Conditions of Contract. The quantities and rates included for day work, if included, shall form part of the Tender Price, but Tenderers shall note that this items must be regarded as provisional and will only be payable to the Sub-Contractor if and when a written order to this effect has been issued.
- 1.13 All Provisional Sums shall be expanded as directed by the Engineer and any balance remaining shall be deducted from the amount of the Contract Sum.
- 1.14 All items described as 'Provisional' shall be measured as executed and paid for according to prices in the Schedule of Quantities and any unexpended amounts shall be deducted from the Contract Sum. No work for which Provisional items are provided shall be commenced without written instructions from the Engineer.
- 1.15 The quantities in the Schedule of Quantities were obtained from scale drawings and are not to be used for ordering material, The Contractor shall measure all lengths on site prior to the ordering of material, since he will not be re-imbursed for excess material upon completion of the works.
- 1.16 If any requirements of the Specification are not covered by items in the Schedule of Quantities, the Tenderer shall allow therefore in the penultimate item of the Schedule where applicable.
- 1.17 The Contractor will be paid according to the net final measurement of the work completed . The Contractor must allow in the rates for all cutting and waste.
- 1.18 The final contract value for the completed Contract shall be calculated from the actual measured material used and work done priced against the unit rate tendered for the various items in the Schedule of Quantities.
- 1.19 Where quantities are not stated, the Tenderer shall enter his own quantities based on his particular equipment requirements. These quantities shall be taken as fixed and shall not be subject to measuring upon completion of the work.
- 1.20 VAT (Value Added Tax) shall not be included in the unit prices. VAT shall be added where allowed for in the Summary of the Schedule of Quantities.
- 1.21 Tenderers are to ensure that the schedule for quantities are to be completed as part of the tender returnable.
- 1.22 Currency: South African Rand (ZAR)

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

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**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...8/2/RNM0374.....
Closing Time <b>12h00</b>	Closing Date <b>23 August 2022</b>

- OFFER TO BE VALID FOR...120.....DAYS FROM THE CLOSING DATE OF BID.
- ESCALATION WILL BE MADE ANNUALLY BASED ON THE AVERAGE CPI OF EACH COMPLETED YEAR OF THE TENDER AWARDED

I / We hereby quote / tender the amount of R ..... VAT inclusive for the following:

**TENDER NO. 8/2/RNM0374 – PANEL OF APPROVED ELECTRICAL CONTRACTORS FOR SUPPLY AND INSTALLATION OF NEW INTEGRATED SOLAR STREET LIGHTS AND SOLAR HIGHMASTS LIGHTING IN VARIOUS CLUSTERS WITHIN RAY NKONYENI LOCAL MUNICIPALITY FOR A THREE-YEAR PERIOD – RATES ONLY TENDER**

ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	BID PRICE INCLUDING VAT
1	Design, manufacture, supply and delivery of integrated solar streetlight	per streetlight	R
2	Design, manufacture, supply and delivery of solar high mast and drawing – inclusive of rate of Civil / Structural Engineer	per high mast	R
3	Installation of a complete integrated solar streetlight – inclusive of all materials, labour and transport costs	per streetlight	R
4	Erect complete solar high mast light - rate inclusive of crane hire, materials items and labour	per high mast	R
5	Design, manufacture, supply and delivery of Solar LED Luminaires – rate to include brackets and all materials	per set	R
6	Install and energize solar LED luminaires – rate inclusive of materials, labour and transport	per set	R
7	Soil testing	per mast	R
8	Foundations, excavations, installation, backfilling, compaction and testing	per mast	R



9	Training on installation, operations and maintenance of solar products, preferable at the beginning of the project.	10	R
10	Spares – specify <hr/> <hr/> <hr/> <hr/> <hr/>		

**PRICE ADJUSTMENTS**

**A N**

**ON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN

3. THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number:  
.....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars.

.....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

**CERTIFICATION**

I, \_\_\_\_\_ THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

ACCEPT THAT THE COUNCIL MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**CONTRACT FORM – PAST EXPERIENCE**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **...80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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



## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points respectively for B-BBEE.

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-

- contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
**(Tick applicable box)**  

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

WITNESSES	
1.	.....
2.	.....

..... SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....
	.....
	.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

2. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Lattice Towers and Masts	100%
Cables	90%
Street light Poles	100%

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

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

NB

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

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

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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Bid Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**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 *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - (a) take all reasonable steps to prevent such abuse;
  - (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - (c) Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<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**

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

### Annex C

## Local Content Declaration - Summary Schedule

(C1) Tender No.  
 (C2) Tender description:  
 (C3) Designated product(s)  
 (C4) Tender Authority:  
 (C5) Tendering Entity name:  
 (C6) Tender Exchange Rate:  
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula  EU  GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

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

<b>(C20) Total tender value</b>	R 0
<b>(C21) Total Exempt imported content</b>	R 0
<b>(C22) Total Tender value net of exempt imported content</b>	R 0
<b>(C23) Total Imported content</b>	R 0
<b>(C24) Total local content</b>	R 0
<b>(C25) Average local content % of tender</b>	

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: Pula \_\_\_\_\_

Note: VAT to be excluded from all calculations

EU R 9,00 GBP R 12,00

A. Exempted imported content										Summary	
Calculation of imported content										Tender Qty	Exempted imported value
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer										Summary	
Calculation of imported content										Tender Qty	Total imported value
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

C. Imported by a 3rd party and supplied to the Tenderer										Summary	
Calculation of imported content										Quantity imported	Total imported value
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments					Summary of payments	
Calculation of foreign currency payments					Local value of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						





## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	<b>(E9) Total local products (Goods, Services and Works)</b>		R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

**(E13) Total local content** R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

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

- 
- a new
  - engineering contract
- 

## **ENGINEERING AND CONSTRUCTION**

# Short Contract

between

**Ray Nkonyeni Municipality (the *Employer*)**

and

**(the *Contractor*)**

for

**PANEL OF APPROVED ELECTRICAL CONTRACTORS FOR SUPPLY AND INSTALLATION OF NEW INTEGRATED SOLAR STREET LIGHTS AND SOLAR HIGHMASTS LIGHTING IN VARIOUS CLUSTERS WITHIN RAY NKONYENI LOCAL MUNICIPALITY FOR A THREE-YEAR PERIOD – RATES ONLY TENDER**

---

**Contract documents**

This contract includes the following documents:

**Section**

1. **Contract Data**
  2. **The *Contractor's* Offer**
  3. **The *Employer's* Acceptance**
  4. **Conditions of Contract**
  5. **Price List**
  6. **Works Information**
  7. **Site Information**
- 

---

## **Agreements and Contract Data**

---

# Agreements

## FORM OF AGREEMENT

### Interpretation 1

- 1.1 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in interpreting it.
- 1.2 In this Agreement, terms in italics are identified in the Contract Data and defined terms which have capital initials have the meaning given to them in the Conditions of Contract.

### Parties 2

- 2.1 The Parties to this Agreement are the *Employer* and the *Contractor* as stated in the Contract Data.

### Recordial 3

- 3.1 It is recorded that the Parties have entered into an agreement as evidenced by the Notification of Acceptance dated ..... (*the Contract Date*).
- 3.2 It is further recorded that the Parties have jointly appointed the *Adjudicator* in terms of the *NEC* Adjudicators Contract, as evidenced by the Form of Appointment of the *Adjudicator* dated .....

### This Contract 4

- 4.1 This contract between the Parties comprises the documents entitled
- Agreements
  - Contract Data
  - Conditions of Contract
  - Contract Prices
  - Works Information (including drawings as listed therein)
  - Site Information

and all the documents, or parts of documents referred to within any of these documents.

### Contractor's obligations 5

- 5.1 The *Contractor* undertakes to fulfil his obligations in terms of this contract and in particular as stated in Core Clause Section Two of the Conditions of Contract.

### Employer's obligations 6

- 6.1 The *Employer* undertakes to fulfil his obligations in terms of this contract and in particular to pay to the *Contractor* the amount due in accordance with the conditions of contract.

**Form of Agreement (continued)**

Signed at \_\_\_\_\_ on behalf of \_\_\_\_\_ (the *Employer*)

on this \_\_\_\_\_ day of \_\_\_\_\_ . in the presence of the undersigned witnesses

by: \_\_\_\_\_  
(Please print name)

In his capacity as \_\_\_\_\_

Signed \_\_\_\_\_

**WITNESSES**

1 \_\_\_\_\_

(Please print name)

Signed \_\_\_\_\_

2 \_\_\_\_\_

(Please print name)

Signed \_\_\_\_\_

---

Signed at \_\_\_\_\_ on behalf of \_\_\_\_\_ (the *Contractor*)

on this \_\_\_\_\_ day of \_\_\_\_\_ . in the presence of the undersigned witnesses

by: \_\_\_\_\_

(Please print name)

In his capacity as \_\_\_\_\_

Signed \_\_\_\_\_

**WITNESSES**

1 \_\_\_\_\_

(Please print name)

Signed \_\_\_\_\_

2 \_\_\_\_\_

(Please print name)

Signed \_\_\_\_\_

---

**RAY NKONYENI  
MUNICIPALITY**

P.O Box 5  
Port Shepstone  
4240

Date

Your Ref.

Our Ref.

Enquiries  
N.Sihlali

**PANEL OF APPROVED ELECTRICAL CONTRACTORS FOR SUPPLY AND INSTALLATION OF NEW INTEGRATED SOLAR STREET LIGHTS AND SOLAR HIGHMASTS LIGHTING IN VARIOUS CLUSTERS WITHIN RAY NKONYENI LOCAL MUNICIPALITY FOR A THREE-YEAR PERIOD – RATES ONLY TENDER**

**EMPLOYER'S ACCEPTANCE**

**Basis of 1  
Acceptance**

The *Employer* accepts your proposal dated ..... on the following basis:

The deviations from the *documents* provided by the *Employer* as agreed between us are set out in the Schedule attached to this Acceptance. No amendments to or deviations from the *documents* provided by the *Employer* are valid unless listed in this Schedule. We will revise the *documents* to incorporate the agreed adjustments and the data that follows, to provide the final draft of the contract.

*(Only if main options A, B, C or D apply otherwise delete)*

The total of the Prices at the Contract Date is.

(R )  
Including Value Added Tax (VAT).

The Contract Date defined in the Conditions of Contract is the date of this Acceptance.

The following dates are to be inserted in the Contract Data provided by the *Employer*:

- the *starting date* is (day) of (month) and
- the *completion date* for the whole of the *works* is (day) of (month).

**Communication** 2 Please address all further communications to the *Project Manager*. His name and contact details are in the Contract Data provided by the *Employer*. He administers this contract on our behalf.

**Obligations due at Contract Date** 3 If you have not already done so, please contact the *Project Manager* immediately to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation required in terms of the contract at or just after the Contract Date.

**Confirmation and Acknowledgement** 4 We confirm that a contract now exists between us on the above basis. Please indicate your acknowledgement thereof by signing below and deliver by return to the undersigned, with a copy to the *Project Manager*.

Yours faithfully

---

Sign	Name	Position
------	------	----------

---

(Duly authorised by the *Employer* to accept tenders on his behalf.)

Enclosures:

1 Schedule of Adjustments agreed between submission of the tender and the Contract Date

*We acknowledge receipt of the Employer's Acceptance dated ..... confirming that a contract now exists between us.*

We will proceed as instructed above.

Yours faithfully

---

[Signature]	[Name in block letters ]	[Position]
-------------	--------------------------	------------

Duly authorised by the *Contractor* to conclude contracts on his behalf.

## CONTRACT DATA

### Part one - Data provided by the *Employer*

- 1 General • The *conditions of contract* are the core clauses and the clauses for main option **[BILL OF QUANTITIES] (as per tender documents)**



and  
secondary  
options

**G L P R Z**

of the second edition (November 1995) of the NEC Engineering and Construction Contract (ECC).<sup>1</sup>

- The *works* are **SUPPLY AND INSTALLATION OF NEW INTEGRATED SOLAR STREETLIGHTS AND SOLAR HIGH MASTS LIGHTING**
  
- The *Employer* is **RAY NKONYENI MUNICIPALITY**  
Address **P.O BOX 5, Port Shepstone, 4240**
  
- The *Project Manager* is  
Name: **Ms. CN Sihlali**  
Address **1 Protea Road Marburg Port Shepstone**  
  
Tel No. **(039 688 2088/2089)**  
Fax No.
  
- The Works Information is in
  - **The document called “Works Information” and the documents and drawings referred to by it.**
  
- The Site Information is in
  - **the document titled “Site Information” and the documents and data referred to by it**
  
- The *boundaries of the site* **Ray Nkonyeni Municipality boundaries** are
  
- The *language of this contract* **English.** is
  
- The *law of the contract* is the **The Republic of South Africa.** law of

2 The *Contractor's*  
main  
responsibilities

The *Contractor's* liability for Defects due to his design that are not listed on the Defects Certificate is limited to:  
**Not applicable. See overall limitation of liability in Option Z**

3. Time

- The *starting date* .....  
is
  
- The *possession dates* for each part of the Site are:  
Part of the Site: Date:  
1  
2  
3

- The *Contractor* submits revised programme at intervals no longer than weeks. **2 (two)**
  - The *completion date* for the whole of the works ..... is
  - The *Contractor* is to submit a first programme for acceptance within weeks of the Contract Date **1 (One)**
4. Testing and Defects
- The *defects date* **52** weeks after Completion of the whole of the *works* is
  - The *defect correction period* **2** Weeks is
- 5 Payment
- The *currency of this contract* **the South African Rand** is
  - The *assessment interval* **from the 25<sup>th</sup> of each month to the 25<sup>th</sup> of the subsequent month.**
  - The *interest rate* **0** % per annum above the **average of the prime** is **lending rates in force from time to time at South Africa's four largest commercial banks.**
  - The period within which payments are made **30** days is
- 6 Compensation events
- No compensation for rain or snow

**CLAUSE 84**

**INSURANCE COVER**

- 84.1. The *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide as stated in the Contract Data. The *Contractor* provides additional insurances as stated in the Contract Data.
- 84.2. The insurances are in the joint names of the Parties and provide cover for events which are at the *Contractor's* risk from the *starting date* until the Defects Certificate has been issued.

**INSURANCE TABLE**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage to the <i>works</i> , Plant and Materials	The replacement cost ,including the amount stated in the Contract Data for the replacement of any Plant and Materials.
Loss of or damage to Equipment.	The replacement cost.
Liability for loss of or damage to Property.	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract.	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event.

- The *Contractor* provides these additional insurances

1	Insurance against	<b>Failure of the Contractor to use reasonable skill and care normally used by professionals providing services similar to the <i>services / works</i>.</b>
	The Cover is	<b>The total estimated value of the works in respect of each claim, without limit to the number of claims</b>
	The Period	<b>12 months following Completion of the whole of the <i>services / works</i> or earlier termination</b>

9. Disputes and termination

- The person who will choose a new adjudicator if the Parties cannot agree a choice is  
**To be appointed at the time of dispute**

- The *tribunal* is **arbitration**
- The arbitration procedure is **the Rules of the Association of Arbitrators by an Arbitrator to be mutually agreed by the Parties, and failing agreement, to be appointed by the Association of Arbitrators.**

**Data for selected Option Clauses**

**As per tender document**

- The *method of measurement* **[BILL OF QUANTITIES]** is  
Two methods of measurement commonly used in South Africa are,  
(a) for building works:  
**the 6<sup>th</sup> edition of the Standard System of Measuring Building Works issued by the Association of South African Quantity Surveyors.**  
(b) for works of Civil Engineering Construction:  
**Given in the SABS 1200 Series of Standardized Specifications for Civil Engineering Construction.**

**Option G**

**Performance Bond**

- A performance bond of 10% of contract value

**Option L**

- The *completion date* for each *section* of the *works* is

<i>Section</i>	<i>Description</i>	<i>Completion Date</i>
1	<b>PANEL OF APPROVED ELECTRICAL CONTRACTORS FOR SUPPLY AND INSTALLATION OF NEW INTEGRATE SOLAR STREET LIGHTS AND SOLAR HIGHMASTS LIGHTING IN VARIOUS CLUSTERS WITHIN RAY NKONYEN LOCAL MUNICIPALITY FOR A THREE YEAR PERIOD-RATES ONLY TENDE</b>	.....

**Option L & R used Together**

- Delay damages for the *sections* of the *works* are

<i>Section</i>	<i>Description</i>	<i>Amount per day (excl.VAT)</i>
1	<b>PANEL OF APPROVED ELECTRICAL CONTRACTORS FOR SUPPLY AND INSTALLATION OF NEW INTEGRATEI SOLAR STREET LIGHTS AND SOLAR HIGHMASTS LIGHTING IN VARIOUS CLUSTERS WITHIN RAY NKONYENI</b>	R 2000.00

## LOCAL MUNICIPALITY FOR A THREE YEAR PERIOD - RATES ONLY TENDE

- Option P**
- The *retention free amount* is **R 0.00**  
(amount in **(Nil)**  
words)
  - The *retention percentage* is **10** %
- Option R**
- Delay damages for the whole of the *works* **R 2000.00 ex. VAT per day**  
are
- Option Z**
- The modified and additional conditions of contract  
are:

### Z (A): CHANGES TO THE CORE CLAUSES.

#### Delete clause 11.2 (10) and replace by

**Identified and defined terms:** 11.2 (10) Plant and Materials are items removed from or intended to be included in the *works*.

#### Delete clauses 21.4 and 21.5.

*Note: The provisions of these clauses are now included into new clauses 81 and 83 below.*

#### Delete clause 60.1(14) and replace with:

**Compensation events** 60.1 (14) Additional compensation events stated in the Contract Data.

#### Add to clause 62.3

**Quotations for Compensation events** 62.3 The *Project Manager's* reply which is an acceptance of a quotation for a compensation event may require the due authority of the *Employer*.

#### Add to clause 62.5

**Compensation events** 62.5 The *Project Manager* notifies the *Contractor* if the *Employer's* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor's* quotation. Each such extension is a compensation event.

**Add to clause 63.1**

**Assessing  
Compensation  
events**

- 63.1 No change is made to the Prices for the compensation event arising from loss of or damage to the *works*, Plant and Materials due to an event caused by
- a natural disaster
  - fire and explosion, or
  - impact by aircraft or other aerial device or thing dropped from them
- unless the *Project Manager* decides to change the Prices in order to reduce the effect of the resulting delay.

**Delete clause 80.**

**Note: The provisions of this clause are now incorporated into the additional compensation events and new clauses 81 and 83 below.**

**Delete clause 81 and replace with:**

**Limitation of  
liability 81**

- 81.1 The *Contractor* is not liable to the *Employer* for
- loss of revenue or loss of profit except as provided for in this contract, and
  - loss of or damage to the *Employer's* property for any event in excess of the amount stated in the Contract Data.
- 81.2 The *Contractor's* liability to the *Employer* under or in connection with this contract arising after
- the Defects Certificate has been issued, and
  - low performance and delay damages due have been paid,
- is limited to the amount stated in the Contract Data except in respect of
- death of or injury to a person,
  - loss of or damage to property (other than the *works*, Plant and Materials), or
  - infringement of an intellectual property right
- 81.3 Exclusion or limitation of liability in this contract applies in contract, negligence and otherwise and to the maximum extent permitted in law.

**Delete clause 83 and replace with:**

**Indemnities 83**

- 83.1 The *Employer* indemnifies the *Contractor* against claims proceedings compensation or costs payable which are the unavoidable result of the *works* or Providing the Works or which arise from
- any fault, negligence, breach of statutory duty,
  - infringement of an intellectual property right, or
  - interference with any legal right
- By the *Employer* or by any person employed by or contracted to him except the *Contractor*.
- 83.2 The *Contractor* indemnifies the *Employer* against other
- losses and claims in respect of
    - death of or injury to a person, and

- loss of or damage to property (other than the *works*, Plant and Materials), and
- claims, proceedings, compensation and costs payable

arising from or in connection with the *Contractor's* Providing the Works.

83.3 The liability of one Party to indemnify the other is reduced to the extent that events which are the other Party's responsibility contributed to the losses, claims proceedings compensation and costs.

**Delete clauses 84.1 and 84.2 and replace with:**

**Insurance cover 84**

84.1 The *Contractor* provides, in the joint names of the Parties, insurances stated in the Insurance Table to the extent that the events insured against are at the *Contractor's* risk. The cover is from the *starting date* until the Defects Certificate has been issued. The *Contractor* does not provide an insurance, which the *Employer* is to provide as stated in the Contract Data. The *Contractor* provides additional insurances as stated in the Contract Data.

<b>INSURANCE TABLE.</b>	
<b>Insurance against</b>	<b>Minimum amount of cover</b>
Loss of or damage to the <i>works</i> , Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the <i>Employer</i> .
Loss of or damage to Equipment	The replacement cost.
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works.	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract.	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event.

**Delete clause 85.4.**

**Add to clause 95.1 (b)**

**Reasons for termination**      95.1 ()      Reason R7 is also to include having judicial management order granted against the other Party.

**Delete clause 95.5 and replace with:**

95.5      Either Party may terminate if

an event which is outside the control of both Parties causes the *Contractor* for 26 weeks to stop or not to start any substantial work or all work (R17), or the Parties have been released under the law from further performance of the whole of this contract (R18).

**Z ( C): ADDITIONAL CONDITIONS OF CONTRACT:**

**Z1 Interpretation of actions**

**References to actions of others.** Z1.1 Actions stated in this contract and in any document which this contract includes by reference are interpreted as the actions (only) of the *Employer, Contractor, Project Manager, Supervisor, Adjudicator* or Others as the context in the *conditions of contract* requires.

**Concessions, waiver etc., of actions.** Z1.2 Any extension, concession, waiver or relaxation of any action stated in this contract given by either Party, the *Project Manager, the Supervisor, or the Adjudicator* is strictly construed as related to only the matter in respect of which it is given.

**Z2**

**Cession and Delegation of Rights and Liabilities**

Z2.1 Neither party hereto may cede and delegate any of its rights and obligations (including liabilities) under this Agreement to any person without the written consent of the other.

Z2.2 Notwithstanding the above, *the Employer* may on written notice to the other party cede and delegate its rights and obligations under this agreement to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry

**Z3 Provision of a Tax Invoice Tax Invoice**

Z3.1 Within one week of receiving a payment certificate the *Contractor* provides the *Project Manager* with a tax invoice showing an amount due for payment equal to that stated in the payment certificate.

**Z4 Ethics**

Z4 The *Employer* is committed to the highest standard of ethical behavior and expects the same from all *Contractors*



---

**Part two - Data provided by the Contractor**

**Statements given in all contracts**

- The Contractor is

Name \_\_\_\_\_  
Address \_\_\_\_\_

a company / close corporation / partnership duly incorporated in accordance with the laws of the Republic of South Africa. *(delete those not applicable)*

Represented \_\_\_\_\_ (name)  
by: \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Tel No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

- The *fee percentage* \_\_\_\_\_ %  
is \_\_\_\_\_
- The *working areas* are the Site  
and \_\_\_\_\_

- The key people are  
(1) Name \_\_\_\_\_  
Job \_\_\_\_\_  
Responsibilities \_\_\_\_\_  
Qualifications \_\_\_\_\_  
Experience \_\_\_\_\_  
(2) Name \_\_\_\_\_  
Job \_\_\_\_\_  
Responsibilities \_\_\_\_\_  
Qualifications \_\_\_\_\_  
Experience \_\_\_\_\_

*(add further names as required)*

- The programme identified in the Contract Data is \_\_\_\_\_

**Options B**

- The bill of quantities is **In the section called prices**
- The total price of the works is \_\_\_\_\_ (excluding VAT)  
(in words) \_\_\_\_\_

**Data for the Schedule of Cost Components**

- The hourly rates for Actual Cost of manufacture and fabrication outside the Working Areas are \_\_\_\_\_

Category of employee	Hourly rate

- The percentage for manufacture or fabrication overheads is \_\_\_\_\_ %

- The hourly rates for Actual Cost of design outside the Working Areas are

Category of employee	Hourly rate

- The percentage for design overheads is \_\_\_\_\_ %

- The categories of design employees whose travelling expenses to and from the Working Areas are included in Actual Cost are

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 
- The percentage for Working Areas \_\_\_\_\_ %  
overheads is \_\_\_\_\_

**Only used with the  
Shorter Schedule of  
Cost Components**

- The percentage for people overheads is \_\_\_\_\_ %
- The published list of Equipment is the last edition of the list published by  
\_\_\_\_\_  
\_\_\_\_\_

- The percentage for adjustment for listed **plus/minus** \_\_\_\_\_ %  
Equipment is \_\_\_\_\_  
*(select one and delete the other)*

- The rates for other Equipment are

Equipment	Size or capacity	Rate
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## The Contractor's Offer

The Contractor is

Name

Address

E-mail address

Telephone

Fax

The Contractor offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is .....  
.....  
.....  
..... **(Incl.Vat)**

--

Signed on behalf of the Contractor

Name

Who is duly authorised to sign in  
his capacity as

Signature ..... Date .....

## The Employer's Acceptance

The Employer accepts the Contractor's offer to Provide the Works

Signed on behalf of the Employer

Name .....  
Who is duly authorised to sign  
in her capacity as .....

Signature ..... Date .....

# Conditions of Contract

**The Contract to be used on this project will be:**

- The NEC Engineering and Construction Contract (Second Edition dated November 1995) modified and added to by the clauses contained in Option Z of the contract data provided by the *employer*.
- The terms and conditions of the contract are not reproduced here in full but the contents are scheduled on the following page.
- The NEC Engineering and Construction Contract (2<sup>nd</sup> Edition, November 1995) is available from :

**Thomas Telford Publications**  
**Sunninghill**  
**2157**  
**Telephone (011) 803 3008**  
**Facsimile (011) 803 3009**

**Contact Person : Andrew Baird**

## CONTENTS

### ENGINEERING AND CONSTRUCTION CONTRACT

<b>Core Clauses</b>	1	General
	2	The <i>Contractor's</i> main responsibilities
	3	Time
	4	Testing and Defects
	5	Payment
	6	Compensation events
	7	Title
	8	Risks and insurance
	9	Disputes and termination
<b>Main Option Clauses</b>	A	Priced contract with activity schedule
	B	Priced contract with bill of quantities
	C	Target contract with activity schedule
	D	Target contract with bill of quantities
	E	Cost reimbursable contract
	F	Management contract
<b>Secondary Option Clauses</b>	G	Performance bond
	H	Parent company guarantee
	J	Advanced payment to the <i>Contractor</i>
	K	Multiple currencies
	L	Sectional Completion
	M	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill and care
	N	Price adjustment for inflation
	P	Retention
	Q	Bonus for early Completion
	R	Delay damages
	S	Low performance damages
	T	Changes in the law
	U	The Construction (Design and Management) Regulations 1994
	V	Trust Fund
	Z	Additional Conditions of Contract

The Contract to be used on this project will be:

#### **The Engineering and Construction Contract (Second Edition dated November 1995)**

The terms and conditions of the contract are not reproduced here in full but the contents are scheduled on the following page.

The said terms and conditions must be read in conjunction with the clause and other information detailed in Section 4.2





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

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

\_\_\_\_\_ (R \_\_\_\_\_ )

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_

2. \_\_\_\_\_ Duly authorized to  
Sign on behalf of \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

# Prices

- 
- 1 Activity Schedule
  - 2 Alternative Tenders
  - 3 Subcontracting

## SCHEDULES

The following Schedules are to be submitted as part of the Submission, together with required additional information and any documentation necessary to support and explain fully the proposed project.

---

## SCHEDULE 1

### PREAMBLE TO ACTIVITY SCHEDULE - OPTION B

- 1 The **activity schedule** provides the basis of all valuations of the Price for Work Done to Date, and general progress monitoring.
- 2 The amount due at each assessment date is based on **activities and/or milestones completed** as indicated on the activity schedule.
- 3 The **activity schedule work breakdown structure** provided by the *Contractor* is based on the **activity schedule** provided by the *Employer*. The activities listed by the *Employer* are the **minimum activities acceptable** and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Project Manager with any additions and/or amendments deemed necessary.
- 4 The *Contractor's detailed activity schedule* summates back to the activity schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the **accepted programme** in order that payment of completed activities may be assessed.
- 5 The activity schedule is integrated with the **Prices, accepted programme** and where required the **forecast rate of payment schedule**. (FRP)
- 6 The **tendered total of the prices** as stated in the Contract Data is obtained from the **activity schedule summary**. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, on costs, risks, liabilities, obligations, etc. relative to the contract.

**A. SCHEDULE NO 2: ALTERNATIVE PROPOSALS**

***Not Applicable***

**SCHEDULE NO 3: PROPOSED CONTRACTORS AND SUBCONTRACTORS**

In this schedule the contractor is required to submit names of proposed Consultants, Contractors, and Subcontractors to be utilized on this project. Contractors are advised that only Ray Nkonyeni Municipality Approved Consultants and Contractors may be used.

---

# Works Information

## Project Specific Works Information

1) **Name of project**

Panel of approved electrical contractors for supply and installation of new integrated solar streetlights and solar high masts lighting in various clusters within Ray Nkonyeni local municipality for a three-year period.

2) **Location**

The works will happen within Ray Nkonyeni Municipality areas and wards.

3) **Description of the Works**

Design, supply and install new integrated solar streetlights and solar high masts lighting.

4) **Meetings**

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

<b><u>Meeting</u></b>	<b><u>Frequency</u></b>
Site Inspection (Quality Assurance)	once a month
Site Meetings, safety meeting, feedback meetings	

5) **Recording of Tests / Complianting / Safety Data**

The contractor will provide the books / manuals for recording the above data.

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

## 6) Documents, Liaison and Reporting

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

### The Project Manager

**ATTENTION: Ms C.N Sihlali**  
**TEL : 039 688 2088/2015**  
**FAX : 086 533 9060**  
**E-Mail : [nandi.sihlali@rnm.gov.za](mailto:nandi.sihlali@rnm.gov.za)**

(b) *Original* invoices to be sent to:

**ATTENTION: Ms C.N Sihlali**  
**TEL : 039 688 2088/2015**  
**FAX :**  
**E-Mail : [nandi.sihlali@rnm.gov.za](mailto:nandi.sihlali@rnm.gov.za)**

(c) Reporting Requirements:

A weekly progress report containing:

- executive summary (typical one to two paragraphs)
- performances to date
- problems experienced
- priorities for the next week
- corrective actions necessary and needed
- overall performance of Contractor
- etc.

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

The following feedback is also required by the above-mentioned responsible person:  
Physical progress on all aspects of the project every Thursday before 12h00.  
The Employer's Agent will discuss the format and definitions with the Contractor.

(d) Payments:

The assessment for work done on site will be on the 25<sup>th</sup> day of each month

## 7) Outline of Work required

Design, supply and install new integrated solar streetlights and solar high masts

## 8) Statutory Requirements & Standards

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

- a) The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulation of 2003
- b) The principles of the Distribution Standards
- c) The Construction Regulations under Government Gazette No. 25207 of 18 July 2003.

The Contractor is to note that should shortcomings appear in the Ray Nkonyeni electricity bylaws and manufacture's specifications these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the tender.

### **Health & Safety Plan:**

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

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

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

## **9) Community Involvement**

### **i. Generally**

*Contractor* must follow Ray Nkonyeni Municipality involve the community, be it for prioritising, identifying projects, advice or information

*Contractor* must organise all community meetings in respect of the Project.

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

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

### **ii. Implementation of policy**

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

### **iii. Expanded Public Works Program**

#### **Description of the works**

#### **Employer's Objectives**

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

## **1. Introduction**

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;

- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

## **2 Terms of Work**

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

## **3 Normal Hours of Work**

- 3.1 An employer may not set tasks or hours of work that require a worker to work—
  - (a) more than forty hours in any week
  - (b) on more than five days in any week; and
  - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

## **4 Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## **5 Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## **6 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours.



The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

## **7 Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

## **8 Work on Sundays and Public Holidays**

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## **9 Sick Leave**

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## **10 Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## **11 Family responsibility leave**

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## **12 Statement of Conditions**

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the SPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the SPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of Employment.

### **13 Keeping Records**

13.1 Every employer must keep a written record of at least the following –  
(a) the worker's name and position;  
(b) in the case of a task-rated worker, the number of tasks completed by the worker;  
(c) in the case of a time-rated worker, the time worked by the worker;  
(d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

### **14 Payment**

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –  
(a) at the workplace or at a place agreed to by the worker;  
(b) during the worker's working hours or within fifteen minutes of the start or finish of work;  
(c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –  
(a) the period for which payment is made;  
(b) the numbers of tasks completed or hours worked;  
(c) the worker's earnings;  
(d) any money deducted from the payment;  
(e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

### **15 Deductions**

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another

person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

- 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

## **16 Health and Safety**

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the SPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

## **17 Compensation for Injuries and Diseases**

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

## **18 Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be reengaged if a position becomes available for the balance of the 24-month period.

## 19 Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
- the worker's full name;
  - the name and address of the employer;
  - the SPWP on which the worker worked;
  - the work performed by the worker;
  - any training received by the worker as part of the SPWP;
  - the period for which the worker worked on the SPWP;
  - any other information agreed on by the employer and worker.

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

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

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

KPI Number	KPI	Method for calculation	Comment
1	<b>Number of Job opportunities created</b>	Assumed to be equal to number of warm bodies employed per project	Will give an indication as to how many unemployed people benefit directly from the EPWP
2	<b>Person years of employment created</b>	Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year)	Indicator that shows the equivalent number of full-time jobs created
3	<b>Number of training days provided</b>	Total sum from all projects	Measure total amount of training provided
4	<b>Overall spending on EPWP projects</b>	Total sum from all projects	Measure total government spending on the EPWP
5	<b>Demographics of workers on EPWP projects</b>	Total sums of the project totals of women, youth and disabled employed	Measures the demographics of the people benefiting from the EPWP

6	<b>Average length of employment created</b>	Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1)	Also allows comparison between sectors and types of projects
6	<b>Total income paid out to previously unemployed workers</b>	Multiply number of person-days (BI 2) by the minimum wage (BI 3)	
7	<b>Average income of EPWP worker</b>	Divide Total income (KPI 6) by Number of job opportunities (KPI 1)	
8	<b>Average duration of training provided</b>	Divide total number of training days (KPI 3) by number of job opportunities (KPI 1)	Provides an indication of the level of skills build in the programme
9	<b>Percentage of spending paid out to EPWP workers</b>	Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4)	Measure the labour intensity of the EPWP

To be collected by the Contractor:

- Base indicators to be collected on all EPWP projects ( **See above** )

## 10) ITEMS FOR THE WORKS SUPPLIED BY THE EMPLOYER

### Materials:

Materials supplied by the contractor

## 11) PROGRAMME, PLANNING & REPORTING

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

### Reporting Requirements:

A weekly progress report containing:

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

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

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

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

## 12) CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS

### 5.1 COMPLIANCE WITH EMPLOYMENT EQUITY ACT No. 55 OF 1998

CONTRACTORS EMPLOYING MORE THAN FIFTY (50) EMPLOYEES ARE REQUIRED TO SUBMIT A CERTIFICATE OF COMPLIANCE WITH THE EMPLOYMENT EQUITY ACT No.55 OF 1998.

THIS CERTIFICATE OF COMPLIANCE IS A MANDATORY TENDER RETURNABLE AND FAILURE TO DO SO WOULD LEAD TO DISQUALIFICATION OF THE OFFER/TENDER.

### 5.2 BEE STATUS EVALUATION

CONTRACTORS ARE TO SUBMIT AN UPDATED (SELF RATED) TABLE 2 AS APPENDED BELOW WITH EVERY TENDER TO CONFIRM THAT THEIR STATUS HAS NOT CHANGED

CRITERIA	1	2	3
<b>Black Ownership</b>	10% TO <20%	20% TO 50%	>50%
BLACK MANAGEMENT	20% TO <35%	35% TO 50%	>50%
BLACK SKILLED PERSONNEL	20% TO <35%	35% TO 50%	>50%
PROCUREMENT FROM BLACK/BEE SUPPLIERS	10% TO <20%	20% TO 25%	>25 %
BLACK FEMALE MANAGEMENT	1% TO <5%	5% TO 10%	>10%
OTHER BEE INITIATIVES	AT RAY NKONYENI MUNICIPALITY'S DISCRETION		
EMPLOYMENT OF THE BLACK DISABLED	AT RAY NKONYENI MUNICIPALITY'S DISCRETION		

CONTRACTORS ARE REQUIRED TO UPDATE THE ABOVE TABLE WITH EVERY TENDER SUBMISSION

THE UPDATED (SELF RATED) TABLE 2 IS A TENDER RETURNABLE

**13) SMME/BWO Status**

CONTRACTORS ARE REQUESTED TO CONFIRM THAT THEY COMPLY WITH THE OWNERSHIP AND CONTROL REQUIREMENTS AND THAT NOTHING MATERIAL HAS HAPPENED THAT WOULD AFFECT THEIR STATUS.  
CONFIRMATION OF THE ABOVE AND CURRENT OWNERSHIP IS A TENDER RETURNABLE.

**14) COMPLETION**

The Contractual Completion Date will only be achieved after three years of tender award and all necessary documents submitted and accepted by Ray Nkonyeni Municipality.

**15) SAFETY**

The following documents are applicable:

- SCSPVABF3 – Occupational Health & Safety Requirements to be met by Contractors and Sub-contractors Employed by the Municipality
- SCSPVABM9 – Co-ordination of Safety on Capital Projects
- SCSASAAW8 – Standards Applicable to Contractors working in Close Proximity to Live Apparatus.

**16) ENVIROMENTAL MANAGEMENT**

Environmental Management to be in accordance with the following Ray Nkonyeni Municipality policy / procedure.