



**BREED VALLEY**  
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

30 Baring Street, Worcester, Western Cape,  
South Africa, 6849, Private Bag X3046

A caring valley of excellence.



|   |  |  |   |   |  |
|---|--|--|---|---|--|
| <b>Date: 02/09/2019</b>   |  | <b>Closing Date: 09/09/2019</b>  |   | <b>Time: 11:00AM</b>                                  |  |
| Enquiries :   | <b>SCM RELATED</b><br><b>Ms. M.Africa</b><br><b>023 348 2960</b><br><b>mafrica@bvm.gov.za</b>        | <b>TECHNICAL SPECIFICATIONS</b><br><b>Ndumiso Nongcaula</b><br><b>023 348 8000</b><br><b>nnongcaula@bvm.gov.za</b> | EMAIL:<br><b>evaluations@bvm.gov.za</b><br>FAX 2 MAIL:<br><b>086 560 7956</b> |   |  |
| Name of Company:  |  |  | Quotation Reference:<br><b>300241</b>   |   |  |
| Item:   | Description:   |  |   | <b>Total carried over from Schedule of Quantities</b> |  |
| <b>1</b>  | Appointment of a Contractor for replacement of LV distribution poles including transfer of services. |  |   |   |  |
|   |  |  | Subtotal:   |   |  |
|   |  |  | VAT @ 15%   |   |  |
|   |  |  | Total:  |   |  |
| Project Completion Period as required by the Municipality       | 4 Weeks, from date of official order.  |  |   |   |  |
| Project Completion Period as indicated by the supplier          |  |  |   |   |  |
| <b>Compulsory Site Inspection/Meeting:</b>                      |  |  |   |   |  |
|   |  | <b>Date: 04/09/2019</b>  |   | <b>Time: 11:00</b>                                    |  |
| Venue: Electrical Department<br>Market Street no 1<br>Worcester |  |  |   |   |  |
| Contact Person: <b>Mr. Ndumiso Nongcaula– 023 348 8000</b>      |  |  |   |   |  |

## INVITATION TO QUOTE

Breede Valley Municipality invites quotations from suitably qualifying suppliers (service providers) for **RTQ: 300241** - Appointment of a Contractor for replacement of LV distribution poles including transfer of services.

### ELIGIBILITY CRITERIA

- Are CIDB (Construction Industry Development Board) registered with a grading of 1EP or higher. **Proof to be submitted with the quotation.**
- Comply with the Occupational Health and Safety Act and regulations (Be in good standing with the Compensation Commissioner). **Proof to be submitted with the quotation.**
- Can demonstrate (under schedule 9) to have successfully completed at least 2 projects of similar nature to the value of at least R80,000 each, in the past five years. **Proof to be submitted with the quotation.**
- Valid registration as Electrical Contractor in accordance with the Occupational Health and Safety Act [Registration 6(4)] at Department of Labour **Proof to be submitted with the quotation..**
- Project completion period to be within 4 weeks, from date of official order.

A set of Quotation Documents can be obtained from the Breede Valley Municipality, Supply Chain Management Unit's Offices, Stofberg House, 23 Baring Street, Worcester.

**Any enquiries regarding technical information shall be directed to Mr. Ndumiso Nongcaula at telephone number 023 348 8000**

Completed offers, in properly sealed envelopes and clearly marked on the outside with the corresponding quotation number and description, must timeously submitted on or before the closing date and time in either one of the following ways

- (1) To be placed in the municipality's tender box situated at the Supply Chain Management Unit, Stofberg House, 23 Baring Street, Worcester, or
- (2) By fax at: 086 560 7956
- (3) By e-mail at: [evaluations@bvm.gov.za](mailto:evaluations@bvm.gov.za)

***The closing date and time of this quotation is: 11h00 on 09/09/2019 If the quotation is submitted late, it shall not be accepted for consideration.***

## INVITATION TO BID

|   |  |               |            |
|---|--|---------------|------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b> |  |               |            |
| BID NUMBER:   | 300241   | CLOSING DATE: | 09/09/2019 |
|   |  | CLOSING TIME: | 11:00 AM   |
| DESCRIPTION   | Appointment of a Contractor for replacement of LV distribution poles including transfer of services. |               |            |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>     |  |               |            |

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

**Stofberg House, 23 Baring Street, Worcester**

### SUPPLIER INFORMATION

|  |   |                                     |   |
|--|---|-------------------------------------|---|
| NAME OF BIDDER   |   |                                     |   |
| POSTAL ADDRESS   |   |                                     |   |
| STREET ADDRESS   |   |                                     |   |
| TELEPHONE NUMBER   | CODE  | NUMBER                              |   |
| CELLPHONE NUMBER   |   |                                     |   |
| FACSIMILE NUMBER   | CODE  | NUMBER                              |   |
| E-MAIL ADDRESS   |   |                                     |   |
| VAT REGISTRATION NUMBER  |   |                                     |   |
| TAX COMPLIANCE STATUS  | TCS PIN:  | OR                                  | CSD No:   |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |

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

|  |  |   |  |
|--|--|---|--|
| (a) <b>ARE YOU THE ACCREDITED REPRESENTATIVE</b> IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | (b) <b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| (c) TOTAL NUMBER OF ITEMS OFFERED  |  | (d) TOTAL BID PRICE   | <b>R</b>   |
| (e) SIGNATURE OF BIDDER  | .....  | (f) DATE  |  |
| (g) CAPACITY UNDER WHICH THIS BID IS SIGNED  |  |   |  |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | TECHNICAL INFORMATION MAY BE DIRECTED TO: |
|---|---|
| DEPARTMENT                                      | <b>SUPPLY CHAIN</b>                       |
| CONTACT PERSON                                  | <b>Ms. M.Africa</b>                       |
| TELEPHONE NUMBER                                | <b>023 348 2960</b>                       |
| FACSIMILE NUMBER                                | <b>086 560 7956</b>                       |
| E-MAIL ADDRESS                                  |   |
|   | CONTACT PERSON                            |
|   | <b>MR. Ndumiso Nongcaula</b>              |
|   | TELEPHONE NUMBER                          |
|   | <b>023 348 8000</b>                       |
|   | FACSIMILE NUMBER                          |
|   | E-MAIL ADDRESS                            |

# TERMS AND CONDITIONS FOR BIDDING

## 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

## 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

## 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**REQUEST FOR WRITTEN QUOTATION**

**REF NR : 300241**

FAXED TO NO.:

In terms of paragraph 16 and 17 of the Municipal Supply Chain Management Policy, you are hereby invited to quote for the goods and or services as contained in the attached request to quote form and, in addition to the general conditions of contract, as per the following special conditions:

**CONDITIONS OF QUOTE:**

1. This quotation consists of two parts, which are Part A (Returnable Schedules) and Part B (Contract Details and Pricing Schedule). All the schedules of Part A, as well as the pricing schedule, must be completed.
2. Quotes MUST be submitted before the closing date and time as indicated in the request to quote form attached;
3. Quotes MUST be completed and submitted on the attached request to quote form;
4. Quotes MUST be for the product or service as specified. If alternate product(s) is quoted for, it MUST be of the same quality and equivalent to the product specified. Full details of alternate products MUST be supplied. Non-compliance to this condition will invalidate your quote;
5. Delivery charges MUST be specified, where applicable. If not specified, it will be regarded as included in the quoted amount;
6. Amount(s) quoted MUST remain valid for at least thirty (30) days from the specified closing date;
7. Amount(s) quoted MUST be firm and must be inclusive of VAT. If the supplier is NOT registered for VAT, no VAT may be claimed;
8. Calculation errors will be corrected; tariffs will be regarded as correct where the bid is based on quantities. The corrected prices shall be used for the purposes of evaluating quotations.
9. A firm delivery period MUST be indicated, which shall be taken into consideration for the purposes of evaluating quotations
10. Quotes MUST be duly signed by an authorised person;
11. An original and valid Tax Clearance Certificate MUST be submitted and No quotation may be awarded to any person whose tax matters have not been declared by the South African Revenue Service to be in order.
12. A certificate stating that neither the enterprise or its Director(s) or Member(s) or Owners' municipal account(s) are in arrears for longer than three (3) months;
13. The municipality may accept the whole or a part of the bid (offer) where the bid request comprise of more than one item;
14. The municipality does not bind itself to accept the lowest or any bid;
15. Quotes received shall be evaluated on a comparative basis in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000); Amended by Government Gazette 20 January 2017 (no 40553)
16. The successful provider will be the provider scoring the highest points;
17. The acceptance of the quote and the subsequent issuing of an official order constitute a legal binding document and may not be cancelled;
18. Goods or Services may only be provided after and according to the issued official order;
19. Payment will only be made after the goods is delivered and or service is rendered, to the satisfaction of the Municipality, as per official order; and
20. Payment will only be made within thirty (30) days of receipt of monthly statement and the relevant VAT invoice containing the official order number and the municipalities' VAT number.
21. **All the parts of the quotation document must be completed and or submitted. Incomplete quotation documents shall lead to disqualification.**

Failure to comply with any of these conditions may invalidate your quote.

Yours sincerely

Head: Supply Chain Management

SKAKEL ASSEBLIEF AS ONDUIDELIK OF AS KORREKTE AANTAL BLADSYE NIE ONTVANG IS NIE  
PLEASE PHONE IF THE CORRECT NUMBER OF PAGES HAVE NOT BEEN RECEIVED, OR IF IT IS ILLEGIBLE

## RETURNABLE SCHEDULES

### Contents

Schedule 01: Authority for Signatory

Schedule 02: Declaration in terms of the MFMA<sup>1</sup>

Schedule 03: Tax Clearance Certificate

Schedule 04: Preference Points

Schedule 05: Proof of Payment of Municipal Rates and Taxes

Schedule 06: Declaration Certificate for local production and content MBD 6.2

Schedule 07: Declaration of Bidders past Supply Chain Management Practices MBD 8

Schedule 08: MBD 9

---

<sup>1</sup> Municipal Finance Management Act, 2003 (Act No. 56 of 2003)

**SCHEDULE 1  
AUTHORITY FOR SIGNATORY**

I, the undersigned, warrant that I am duly authorised to do complete this quotation on behalf of the enterprise.

Registered Name of Enterprise: \_\_\_\_\_

Trading Name of Enterprise: \_\_\_\_\_

ADDRESS: POSTAL: \_\_\_\_\_ STREET: \_\_\_\_\_

Postal Code: \_\_\_\_\_

TELEPHONE: CODE & NUMBER \_\_\_\_\_ FACSIMILE: CODE & NUMBER \_\_\_\_\_

CELL PHONE NUMBER \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

**CORRESPONDENCE METHOD**

PLEASE SELECT YOUR PREFERRED METHOD OF CORRESPONDENCE. ALL CORRESPONDENCE WILL BE SEND USING THE METHOD YOU SELECT BELOW.

EXPLANATION OF ABBREVIATIONS USED IN THE FOLLOWING TABLE

| Capacity |   |  |
|----------|---|--|
| FAX      | F |  |
| E-MAIL   | E |  |
| POSTAL   | P |  |

LANGUAGE PREFERENCE: \_\_\_\_\_

TAX REFERENCE NUMBER: \_\_\_\_\_ VAT REGISTRATION NUMBER (if any): \_\_\_\_\_

CIDB<sup>2</sup> REGISTRATION NUMBER (if any): \_\_\_\_\_ GRADING: \_\_\_\_\_

**attached)**

**(Certified copy of registration document must be**

REGISTRATION NUMBER: COMPANY / CLOSE CORPORATION / TRUST: \_\_\_\_\_ (delete if not applicable)

**attached)**

**(Certified copy of registration document must be**

SIGNATURE OF THE **AUTHORISED PERSON** \_\_\_\_\_ DATE: \_\_\_\_\_

CAPACITY UNDER WHICH THIS QUOTATION IS SIGNED \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

IDENTITY NUMBER: \_\_\_\_\_

ADDRESS:

Physical: \_\_\_\_\_ Postal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

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

CONTACT NUMBER: TEL. No. \_\_\_\_\_ CELL No. \_\_\_\_\_ FAX No. \_\_\_\_\_

<sup>2</sup> Construction Industry Development Board.

SCHEDULE 2

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT, NO. 56 OF 2003. (Section 3)**

The Bidder shall duly complete undermentioned. An authorized person shall duly undersign in this regard. **Failure to duly complete this statement shall subject the quote to rejection.**

**CERTIFICATE in terms of SECTION 112(1) of the MUNICIPAL FINANCE MANAGEMENT ACT 2003 (Act No. 56 of 2003) and in terms of CLAUSES 44 and 45 of the MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY**

I, the undersigned, warrants that I am duly authorised to act on behalf of the enterprise mentioned below and do hereby certify that, to the best of my personal knowledge, neither the enterprise nor any of its owners, directors, members or partners has—

- i) failed to pay any municipal rates and taxes or municipal service charges;
- ii) been in arrears with any municipal accounts with any municipality or municipal entity in the Republic of South Africa, for a period longer than 3 (three) months;
- iii) been convicted of fraud or corruption during the past 5 (five) years;
- iv) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- v) failed, during the past 5 (five) years, to perform satisfactory on a previous contract with the Municipality or any other organ of state after written notice was given to the enterprise that performance was unsatisfactory;
- vi) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past 5 (five) years;
- vii) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004);
- viii) been listed on National Treasury's database as a person or enterprise prohibited from doing business with the public sector;
- ix) any tax matters that is not cleared by the South African Revenue Services;
- x) been in the service of the state for the past 12 (twelve) months or is in the service of the state; or
- xi) been or is an advisor or consultant contracted with the Municipality.

Further to the above I, the undersigned, herewith disclose the particulars of any kinship (parent, brother, sister or child) with a person that is in the service of the state (see footnote<sup>3</sup>), or has been in the service of the state in the previous twelve months of any of its owners, directors, members or partners:

Full Name of that person:

Kinship/Relationship

Identity Number of that person(s):

Particulars of Employer:

Capacity in which that person is in the service of the state:

I acknowledge that any misrepresentation in respect of this certificate may be regarded as a reason to cancel the listing or bid as accredited prospective provider and any contract arising out of this information supplied.

Duly authorised to sign on behalf of \_\_\_\_\_ (insert name of enterprise<sup>4</sup>)

Print name in full: \_\_\_\_\_ Signature: \_\_\_\_\_

Identity number: \_\_\_\_\_

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

- (a) a member of any municipal council; any provincial legislature; or 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>4</sup> Where the enterprise is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act.



**SCHEDULE 03: VALID AND ORIGINAL TAX CLEARANCE CERTIFICATE—**

Where the bidder has got a reason to believe that he or she has updated his or her database affairs with the municipality or Centralised Supplier Database, the bidder may choose not to attach the updated Tax Clearance Certificate. Otherwise, bidders must attach to this quotation, a **valid** and **original** tax clearance certificate.

**SCHEDULE 04: PREFERENCE POINTS**

Please attach certified BEE certificate to quotes above R30,000

| <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                                      |

**SCHEDULE 05: PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES—**

The Bidder must attach to this application a certificate from his / her municipality indicating that all rates and taxes are fully paid or not in arrears for more than three (3) months. Please note that the Municipality reserves it's right to have the account checked before any business is awarded. (Copy of latest Municipal Account(s) or Affidavit confirming of residential address or renting of business premises or Rental Agreement.)

## SCHEDULE 06

### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT - MBD 6.2**

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 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8 (1) and 8(2) make provision for the promotion of local production and content.
- 1.2. Regulation 8(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 8(2) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

- x        imported content  
y        bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

#### 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

#### 2. Definitions

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

**3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| _____  | _____ %                             |
| _____  | _____ %                             |
| _____  | _____ %                             |

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

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

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

**IN RESPECT OF BID No.** .....

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

NB 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ 20.....

WITNESS No. 1 \_\_\_\_\_

DATE: \_\_\_\_\_ 20.....

WITNESS No. 2 \_\_\_\_\_

DATE: \_\_\_\_\_ 20.....

**SCHEDULE 07: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES –**

**MBD 8**

- 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 Tender Defaulters in terms of Schedule 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item  | Question  | Yes                             | No                             |
|-------|---|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(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).<br><br><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> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:   |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Schedule 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Tender 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>  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:   |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:   |                                 |                                |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?  | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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.

.....

.....20.....

Signature

Date

.....

.....

Position

Name of Bidder

**SCHEDULE 08: MBD 9**

**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.

**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.**

- 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

## CONTRACT DETAILS

### DETAILS OF THE CONTRACT

This contract involves the appointment of a Contractor for replacement of LV distribution poles including transfer of services.

|                      |
|----------------------|
| DESCRIPTION OF WORKS |
|----------------------|

#### 1. EMPLOYERS OBJECTIVE:

The employer's objective is to procure the services of a Contractor for replacement of LV distribution poles including transfer of services.

The requested repair and maintenance actions must be performed in accordance with applicable legislation and municipal procedure.

#### 2. WORK SCOPE:

##### TERMS OF REFERENCE

Bidders are required to quote for the following:

- To inform the customers where a distribution pole or services will be transferred, of the fact that the power will be off for a considerable period of time while the work is being undertaken.
- To receive as a free issue from BVM (or supply when requested by BVM) the necessary electrical equipment as needed, galvanised tubular steel poles, concrete poles or wooden poles, aerial bundled conductor and low voltage cable. Contractor to ensure that all material supplied or received are correct and suited for the specific application.
- To carefully disconnect the supply cable to the existing line as well as all the house service connections and then remove the overhead line conductors, damaged wooden poles, concrete poles and rusted steel poles and convey the scrap material to a specified workshop of the BVM in the Breede Valley Municipality (BVM). Relatively new poles that are not damaged, cracked or rusted or wooden poles not rotten shall be returned to the vertical and left in position for use in the new line or shall be repositioned for such use.
- To receive as a free issue from BVM (or supply when requested by BVM) the necessary pole top service connection boxes / pole kits, pole top cable, dead end and support clamps, electrical connectors and all wiring and sundry materials.
- To reconnect the supply cable and service connections, test the line, test all the service connections for polarity, phasing and earth continuity and hand the whole system over to the Breede Valley Municipality in a proper working condition.
- **An earth resistance / continuity test certificate of each replaced steel distribution pole and ABC line to be provided. 10ohms and less will be acceptable readings**
- **The overall resistance to earth of the neutral of an LV distributor or distribution system**



**must not exceed 10 ohms.**

- This bid also allows for other work requests to be carried out as part of the replacement and repairing of lines as specified in this document.
- It shall be noted that the contractor is only allowed to work on an underground cable if it forms part of this replacement project currently in progress. **Cable fault location and repairs of underground cables not forming part of a project** are covered by another bid and does not form part of this bid.

Bidders are thus required to quote for the work on a rate basis to allow some flexibility in the execution of the work and to facilitate payment for work completed.

### **3. BACKGROUND**

- Several suburbs in the Breede Valley Municipality (BVM) were reticulated by means of steel poles, concrete poles and wooden poles with stranded bare copper conductors or either aerial bundle conductor. Service connections are either an overhead connection or underground cables that have been strapped to the poles. During the previous storm several LV distribution poles were damaged during the storm and need to be replaced and all the services need to be transferred to the new installed distribution poles.
- In the light of the above the Breede Valley Municipality (BVM) now wishes to employ a contractor to replace broken and or damaged LV distribution poles and transfers all services to the new installed distribution poles.
- The municipality reserves the right to amend the quantities at its discretion in order to meet the budget limitations or operational requirements.

### **4. GENERAL**

#### **4.1. Pricing:**

- a) All fields must be completed for the pricing schedule to be considered.
- b) Tenderers must furnish unit prices for the listed products only.

#### **4.2. Information:**

- a) Bidders must take note that the quotation will be disqualified in the event of a false statement having been made or false information submitted. The complete Supply Chain Management Policy is available for inspection at the Municipal Offices.
- b) The Bidder must be in possession of an official order before any product may be supplied to the Municipality. The Municipality will be under no obligation to perform payments, without an official order.
- c) The quotation must be valid for 90 (ninety) days after closing date.
- d) The contract period will be from date of commencement for a period not exceeding twelve calendar months and the agreement will be reviewed on a monthly basis based on, *inter alia*, performance.
- e) Non-compliance with the quotation conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

## 5. REQUIREMENTS

Note that specific works cannot be surveyed before bidding as this will be a continuous project as and when required. The bidder must quote on the required rate prices, which will be used to adjust the total price per individual works project required.

Bidders are required to survey, inspect and examine the existing bare conductor overhead lines in all areas, or in the area he or she is bidding for, in the Breede Valley Municipality (BVM).

## 6. COMPLIANCE WITH LEGISLATION

The Contractor shall be fully and solely responsible for ensuring compliance with the Occupational Health and Safety Act (Act no 85 of 1993) and any other legislation that may apply. In this regard it is specifically pointed out that the Contractor will, inter alia, have to do the following:

- Provide and maintain systems of work, plant and machinery that are safe and without risk to health.
- Eliminate or mitigate hazards or potential hazards before resorting to personal protective equipment.
- Ensure the safety and absence of risk in connection with the handling of articles or substances.
- Establish the hazards pertaining to work establish what precautions should be taken and provide the means to apply the precautions.
- Provide information, instructions, training and supervision to ensure health and safety.
- Not permit anyone to do anything unless the necessary precautions have been taken.
- Do everything possible to ensure compliance with the applicable legislation.
- Enforce discipline in the interest of health and safety.
- Ensure that work is performed and plant or machinery is used under the supervision of a person with the necessary training and authority.
- Cause all employees to be informed of their authority in terms of section 37(1)(b) of the OHS Act.
- Conduct his undertaking in such a manner that he or any other persons are not exposed to hazards to their health and safety.
- It is also recorded that, in order to comply with legislation, the Contractor would have to appoint certain persons in writing, e.g. to supervise machinery, excavation work, stacking, etc. and to operate lifting gear and to investigate certain incidents. These people should have received special training and in some cases they should be in possession of specified qualifications or hold prescribed certificates. It will be the responsibility of the Contractor to ascertain what the law requires and to ensure compliance.
- It is specifically recorded that the Contractor shall, in terms of section 37(2) of the Occupational Health and Safety Act, be fully and solely responsible for ensuring compliance with the provisions of this Act. Should the Contractor find anything in this specification or receive an instruction that may jeopardise his compliance with any legislation he shall bring such finding or instruction to the attention of the Breede Valley Municipality and resolve the matter before proceeding.
- It is further specifically pointed out that the Contractor shall be registered in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) and that he shall be in good standing with respect to the payment of assessments to the Compensation Commissioner.
- In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.
- Adhere to the latest Construction Regulations as per above OHS Act

## 7.REGULATIONS

The work will be carried out strictly in accordance with the latest issue of the following documents:

- The SANS 0142/1 Code of Practice for the Wiring of Premises
- The Occupational Health and Safety Act, 1993 (Act 85 of 1993)
- The BVM By-Laws
- Electricity Act, 1987 (Act 41 of 1987) (as amended). (Note, particularly, Government Gazette R103, 26 January 1996).
- Any reasonable special requirements of the Employer's Agent or his representative.

## 8.QUALITY AND STANDARDS

All material, equipment and workmanship that is supplied, installed and delivered under this contract or part thereof shall be new and of the best quality. All material, equipment and workmanship supplied shall comply with the requirements specified in the latest editions and amendments of the relevant National Rationalized Specifications (NRS), SANS, BS and IEC specifications. Material with the SANS mark will receive preference.

All inferior material, equipment and workmanship located on inspection shall immediately be replaced / corrected at the expense of the contractor.

**The following standards must be used as guidelines:**

- IEC 60947-2:1995, Low-voltage switchgear – Part 2: Circuit breakers.
- SANS 182-1:1973, Conductors for overhead electrical transmission lines – Part 1: Copper wires and stranded copper conductors.
- SANS 182-2:1973, Conductors for overhead electrical transmission lines – Part 2: Stranded aluminium conductors.
- SANS 182-5:1979, Conductors for overhead electrical transmission lines – Part 5: Zinc-coated steel wires for conductors and stays.
- SANS 1019:1985, Standard voltages, currents, and insulation levels for electricity supply.
- SANS 1418-1:1986, Aerial bundled conductor systems- Part 1: Cores.
- SANS 1418-2:1986, Aerial bundled conductor systems – Part 2: Assembled insulated conductor bundles.
- SANS 1524-0:1997, Electricity dispensing systems – Part 0: Glossary of terms and system overview.
- SANS 1524-1:1994, Electricity dispensing systems – Part 1: Single-phase electricity dispensers.
- NRS 034-0:1999, Electricity distribution networks in residential areas
- NRS 048-2:1996, Electricity supply – Quality of supply – Part 2:

## 9.SAFETY

- No work will commence before the required works permit is completed indicating that it is safe to work. Working without a works permit is prohibited and the contractor can be relieved from this contract. It is the contractor's responsibility to insist a works permit prior any commence of work. It will be a requirement to submit a copy of the works permit with the invoice to ensure safety was adhered to at all times.
- Portable earths will be visible and applied either side of a worker on a bare overhead line.
- All electrical equipment including electrical enclosures where possible shall be locked both by a lock from the contractor as well as from an authorised person from BVM when power is switched off to perform any work. The necessary danger notices informing not to make the circuit alive shall be displayed at all isolating points.
- The contractor's staff will at all time wear protective clothing as prescribe by the occupational health and safety act.
- Every reasonable precaution for the safety of all concerned in the operation of this contract will be catered for by the contractor.
- Safety is the responsibility of the contractor and the BVM will not be held responsible for any injuries, accidents or incidents that might occur.

- The BVM reserves the right to stop any work at any time if the contractor is not following the right safety procedures explained in the OHS, SANS and BVM bylaws.
- The contractor must meet all requirements stipulated in the OHS, SANS and BVM by-laws.
- Live switching will be done by the Operations & Maintenance Section of the Electricity Division in the region where work is done of the BVM.
- If the contractor is not complying with legislation his/her work will be ceased until he/she can satisfactorily proof compliance.
- A documented health and safety plan must be submitted after awarding this bid but prior to commencement of any work , which addresses hazards and identifies and includes safe work procedures in order to reduce or control these hazards.
- No persons is allowed to climb up any pole before he or she has determined in what condition the pole is.

## **10.COMPETENT STAFF**

The bidder shall submit with his bid document full details of:

- Any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.
- Contractors who cannot offer competent and experienced personnel in this technical field will not be considered.
- All work to be conducted either by a competent person or under the direct supervision of a competent person. Names to be submitted of all competent persons who will be on site and take responsibility of all work under his / her supervision.

## **11. COMPETENCY OF CONTRACTOR'S STAFF**

- Contractors will be required to use personnel that have been trained in the erection, repairs and maintenance of Aerial Bundled Conductor and bare overhead lines.
- Properly trained in the jointing and terminating of low voltage cables.
- Replacement of overhead transformers and distribution enclosures for overhead transformers.

## **12.RESPONSIBILITY FOR WORKS**

The contractor will take full responsibility and care of the works, temporary works, structures, plant, material and equipment from the commencement to completion of the contract. The contractor at his own cost will repair, replace and make good any loss or damage to the works, structures, plant, material and equipment.

## **13.SECURITY**

The sites where the works are to be done are situated in the Breede Valley Municipality (BVM) in the province of Western Cape, South Africa. This is an area notorious for violent crime, theft and corruption. The Contractor shall therefore ascertain beforehand what facilities will be obtainable for the safe keeping of valuable material and equipment. The Contractor shall also note that the Breede Valley Municipality will only accept responsibility for the installed equipment when it is handed over in a good acceptable standard. The security of all material issued to the Contractor (if applicable) as well as the security of the installation will remain the responsibility of the Contractor and he / she shall allow for the necessary armed guards, patrol dogs, security lighting, alarm systems, insurance cover, etc. to safeguard all material issued to the contractor as well as the works until it has been handed over to the BVM.

#### **14.CIDB (CONSTRUCTION INDUSTRY DEVELOPMENT BOARD Construction work is any work in connection with:**

- The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- The moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure.
- The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling.

#### **15.SUFFICIENCY OF THE BID**

The contractor shall satisfy himself / herself prior to submitting his / her bid as to the correctness, sufficiency for the works, rates, prices and will cover all his / her obligations under the contract in relationship to the supply, delivery, off-loading, installation, testing, commissioning and handing over in proper working order to the BVM.

#### **16.SITE INSPECTION BY THE CONTRACTOR PRIOR TO BIDDING**

The Bidder or Bidders shall inspect and examine the specific area / where he / she is bidding for and its surroundings. Satisfy him / her prior to submitting a bid as to the nature of the ground, sub-soil, roads and any obstacles. He / she are required to obtain all the necessary information as to risks, contingencies and other circumstances, which may influence or affect his / her bid.

#### **17.DAMAGE TO OTHER SERVICES**

It is specifically noted that the Contractor shall properly investigate the presence (or possible presence) of other services before any excavations are undertaken. This includes making contact with all possible service owners to ascertain whether they have any services in the area and to obtain their requirements for opening and/or crossing such services. It also includes exposing services by means of manual excavation (pick and shovel) and guarding such services while exposed, all in accordance with the requirements of the owners of the services. The Contractor will be liable for damage to any service or other property on site and shall take out sufficient insurance cover to indemnify the Breede Valley Municipality in the event of a claim.

Successful service provider shall ensure that liability insurance is in place after appointment of this bid.

If an existing service or other property is damaged the Contractor shall immediately notify the owners of the service or property as well as the Breede Valley Municipality. The Contractor shall also allow the owners to affect repairs and, as far as practicable, assist the owners of the service with the repair work.

It is the contractor's responsibility to obtain a wayleave where and when required.

#### **18.NON-COMPLIANCE**

No claim for additional costs incurred as a result of non-compliance with the regulations / specifications by the contractor will be considered. In the event of any contradiction in the regulations and the technical specifications it will be required that such contradiction is referred to the Employer's agent in writing for a decision.

#### **19.GUARANTEEE**

The contractor shall guarantee the material, equipment and workmanship delivered for a period of twelve (12) months. The guarantee shall be valid for a period starting on the date when the Employers Agent or his / her representative for the respective area, accepts the works as completed and in working condition. The guarantee will provide for the replacement of all parts, spares, appurtenances supplied by the contractor and workmanship that become defective during the guarantee period, at no cost to the BVM.

## **20.SITE MEETINGS AND SITE INSPECTIONS**

The Contractor will be required to facilitate and attend a site inspection and meeting for the duration of this contract as and when required. It will be compulsory for the person who is normally in charge of the work on site as well as the person in charge of this contract to be present at each site meeting and site inspection. Nonattendance of a site meeting and site inspection will be a sufficient reason for the Breede Valley Municipality to hold back payment for work that has been completed by the Contractor. All site meetings & instructions shall be recorded in a site instruction book and signed both by the contractor and responsible person for the project from the BVM.

It is essential that all work be inspected and accepted by an inspector from the Breede Valley Municipality whilst the work is in progress. The Contractor shall thus make the necessary arrangements in this regard and shall obtain a signature from the inspector in respect of each inspection carried out. A logbook shall be kept on site for the inspector to record his comments and/or instructions.

The Employers Agent or his / her representative reserves the right to test / inspect the material, equipment and workmanship at any stage of the contract and to be present at any test performed during the contract. Such tests / inspections will not relieve the contractor of his responsibility for meeting all requirements of the specifications and will not prevent subsequent rejection if material, equipment and workmanship are later found to be defective.

## **21.REPRESENTATIVE OF THE EMPLOYERS AGENT**

The duties of the representative of the Employers Agent will be to control the performance of the works, to witness tests, to examine materials to be used and to check on the quality of the workmanship carried out in the works. He / she will not have the authority to:

- Relieve the contractor from any of his duties or obligations under the contract.
- Grant an extension of time for completion of the works
- Approve extra payment
- Make any variation of or in the works

Failure of the Employers Agents representative to disapprove any work, workmanship, materials or equipment will not prejudice the power of the Employers Agent thereafter to disapprove such work, workmanship, materials or equipment and to order the replacement thereof at no cost to the BVM.

## **22.COMMENCEMENT OF WORK AFTER AN OFFICIAL ORDER HAS BEEN RECEIVED**

It is required that the contractor shall be on site to commence work within 7 working days after an official order has been received for planned work.

## **23.HANDING OVER PROCEDURE**

- The re-building of overhead lines may be handed over in phases consisting of complete line zones.
- The Contractor shall conduct an inspection to satisfy himself that installation has been completed to the requirements of the Specification and that the Workmanship complies with the expected standard. When the contractor is satisfied he / she shall then apply for a final inspection. The installation shall then be inspected in the presence of the BVM & the Contractor.
- Should the completed phase not pass the inspection the Contractor shall rectify the fault(s) and apply for another inspection.
- When a completed phase of the installation passes a handing over inspection, the Contractor shall submit a completion and handing over certificate for signing by the BVM and contractor.

## **24.PAYMENT**

- Payments will be made on a monthly basis for work completed during a specific month.
- Payment will be made within thirty (30) days from the date that the invoices have been received by the Department of Finance.

- Only one payment per month per area will be made, covering the work performed during the month, subject to receipt by the Engineer: Operations & Maintenance of a specific area of the necessary written reports, before and after photos, copy of the works permit, required test certificates and invoices.
- The Contractor will be paid on the nett measurement of the work completed.

## **25.TRANSPORT**

The contractor shall make his / her own arrangements for the transport to and from site of all plant, material, equipment and labour. This will include material or equipment supplied by the BVM if applicable. Such material will be made available at the Municipal Electricity stores or Electrical Workshops in the respective areas, against the Contractor's signature.

Specialised vehicles normally used are a hydraulic elevated platform (Cherry Picker) and a hydraulic crane truck.

## **26.TRAFFIC CONTROL**

The Contractor shall be responsible for all arrangements with the traffic authorities where necessary and shall provide all cones, barriers and other items specified by them for the control of traffic on the roads during construction.

## **27.COMPLETION DATE**

Project completion period to be within 4 weeks, from date of official order.

## **28.RESTORATION & CLEANING UP**

- Upon completion of work or any portion thereof the ground, paved, concreted or tarred areas, fences and any other structures, which have been interfered with, shall be carefully restored to their original condition. All rubble, rubbish, tools, tackle, plant and materials shall be removed and the whole of the works or each completed portion thereof shall be left in a neat, orderly and working condition.
- The contractor shall remove all unused cross-arms, old bare overhead lines and other unused equipment on distribution poles where bare overhead lines were replaced with aerial bundle conductor. The scrap / redundant material shall be delivered to the electrical workshop.
- The restoration of paving, cement and tar surfaces need to be reinstated professionally, directional drilling should be used as far as possible to avoid the breaking up of the said surfaces which may not commence without written approval.

## **29.POWER OUTAGES**

It shall be noted that the work specified in this document is to be done in built up and inhabited areas. The existing overhead lines and underground low voltage cables are all supplying customers that are dependent on their service connections for their daily activities. The contractor will thus have to take special precautions to ensure that all preparations are properly done before a line or cable is switched off. Once the supply has been terminated the contractor will have to work continuously until the power has been reinstated to all the affected customers.

## **30.NOTIFICATION OF PLANNED POWER INTERRUPTIONS**

The contractor will be required to inform all customers that will be affected by planned work in writing at least 14 days in advance. Such notification shall be by personal visit of the contractor to the customer and a signature shall be obtained from the customer to acknowledge the visit and notice served. It is envisaged that most of such visits will have to be undertaken after hours and over weekends.

Proof of signatures obtained should be available.

## **31.EXCAVATION AND BACKFILLING OF CABLE TRENCHES AND ANY OTHER EXCAVATIONS**

- All excavations in soft and intermediate material shall be done manually. The opening-up of existing services shall

only be done manually.

- No machine excavation shall be undertaken within three meters of any service or other obstruction that may be damaged by the excavation machine, unless specific permission has been obtained from the service owner.
- Manual excavation by means of local labour (i.e. job creation) is a requirement of this bid. All cost implications will be for the Contractor's account.
- Excavations shall be barricaded as prescribed by the Act and shall not be left open for longer than 3 days. Contractor might be penalised if this is not adhered to.
- The contractor must make his / her own arrangement with the crossing of resident's drive-ways and ensure not to cause any inconvenience when drive ways are crossed.
- Cables shall be laid in accordance with manufactures recommendations and SANS 0198. The minimum required dimensions for trenches for low voltage cable are: Width – 300mm and Depth – 650mm
- All cables shall be installed in straight lines as far as possible and excessive distortion and weaving in the cable length is not accepted.
- Excavation in hard material shall be brought under the attention of the BVM.
- Trenches across roads, access ways or footpaths will not be left open. If cable cannot be laid immediately the contractor will install temporary bridges or cover plates of sufficient strength to accommodate traffic concerned

### **32.BACKFILLING OF EXCAVATED CABLE TRENCHES:**

- Compacting of the trench will be done in 200mm bedding layers.
- The trench must as far as possible be re-instated to its normal condition or better.
- The Contractor will be held responsible for any soil sagging or subsiding for a period of 6 months after completion of the work.
- Backfilling material will be without any foreign objects, rocks or stones that can cause damage to the cable.
- If suitable backfilling material is not available on site suitable material will have to be imported. Due allowances will be made in the bid for this should imported backfilling material be required.

### **33.PRUNING OF TREES**

- There are existing street and private trees in the areas where the BVM is responsible to maintain the vegetation underneath the distribution overhead lines. Where such trees are obstructing the overhead lines the contractor will be required to suitably prune such trees.
- All trees in a street underneath power overhead lines must be equally pruned to give it a pleasant appearance.
- Tree branches must be cut underneath the power overhead lines in such fashion that the clearance between the power overhead lines and tree top must be  $\pm 3.0\text{m}$  (minimum).
- Pruning of low branches must be done for pedestrian traffic.
- Unnecessary mutilation of trees must be avoided, no tearing will be allowed.
- Branches that are in contact with Overhead conductors must not be cut whilst such conductors are alive. Necessary arrangements must be arranged with the Low Voltage Section for the respective areas, to switch-off power where and when required. No work to be carried out without a works permit.
- Trees must not be left lop sided.
- Care must be taken to prevent the branches from falling on to pedestrians, vehicles or any obstruction and damages to infrastructure.
- All branches should be tested for soundness and strength before standing on them.
- Branch cutters to be used under direct supervision.
- The safety clearance between live Low Voltage over headlines and any part of a tool or any part of a person's body shall be  $\pm 2.0\text{m}$  (minimum). The safety clearance between live Medium / High Voltage over headlines and any part of a tool or any part of a person's body shall be  $\pm 4.0\text{m}$  (minimum), it is advised not to cut trees whilst Medium / High Voltage lines are alive.
- No trees to be pruned in stormy weather conditions or where thunder is present.
- Please obtain prior approval if it is necessary to enter private property.
- All pruned tree branches to be removed from site within (2) two days and be disposed off in a legal manner by the contractor.
- Tree pruning to be done in conjunction with the Parks Section.



### 34.SWITCHING AND COMMISSIONING

The Contractor shall make the necessary arrangements with the BVM for the power to be switched off before any work is carried out on or near live equipment. A permit that states that the power is off and that all relevant switchgear has been locked out and sign posted and equipment earthed as contemplated in the OHS Act shall be obtained from the BVM before any work is put in hand. If possible the keys to the locked-out switches shall be obtained and handed to the person working on the equipment that can be made live through the locked-out switches. Adequate precautions shall be taken to ensure that a permit is not signed off prematurely and/or that somebody does not return to a job after the permit has been signed off. The Contractor shall, before requesting the BVM to make any equipment live, conduct a thorough inspection of all equipment that is to be energised to confirm that all work has indeed been completed, that all signs and notices are in place and that all equipment and cubicle doors are closed and locked. All relevant circuits shall then be tested for continuity and insulation integrity and, where applicable, for polarity and phase coincidence before the permit is signed off. The Contractor shall also bring it to the attention of all his staff that the equipment will be made live and that they must stay clear of it from then on.

### 35.EARTHING

- The common neutral / earth support conductor of each low voltage aerial bundle conductor feeder shall be earthed at every pole by means of a 35mm<sup>2</sup> stranded copper conductor linking the common neutral / earth support conductor to the steel by using a 6mm thick x 38mm long fully threaded “self-drilling” screws.
- Suitable crimped lugs shall be used to tie the one side of the earth conductor with the “self-drilling” screw to the steel pole. The other side of the earth conductor shall be clamped to the neutral of the Aerial bundle by the correct size and type of piercing connector.
- It is of vital importance to connect and reconnect all separate earth conductors found at a specific pole to the common neutral / earth support conductor of the Aerial Bundle Conductor.
- All stays should be bonded with the common/neutral conductor of the ABC.
- Test for the earth resistance should be carried out in accordance with the method described in SANS 0199.
- Earthing of the system should be carried out in accordance with SANS 0142 and SANS 0198.
- Allowance shall be made for the supply and installation of the various earthing requirements as listed hereunder:
  - i. Regulation 13 of the Electrical Machinery Regulation of the OHS Act, 1993. This regulation details the items of equipment at any premises that shall be earthed and also the responsibilities of the supply authority and the occupier/owner of the premises to correct such items that are found, during tests, not to be earthed.
  - ii. SANS 0142. A section of SANS 0142 details the materials and methods that can be used for earthing during the wiring of premises, whether it be one room or a block of flats or offices. It also details the responsibilities and certification requirements of wiring contractors.
  - iii. SANS 0198-3 covers general provisions for the earthing of electric power cables and apparatus in which the cables are terminated.
  - iv. SANS 0198-5 details the method of determining the thermal and electrical resistivity of soil, in order to select the most suitable type(s) of earthing electrodes.
  - v. SANS 0198-12 covers the installation of earthing systems. Reference is made to methods of providing an earth electrode. The earthing of metal cable components is covered in detail.
  - vi. SANS 0199 details methods used to design and install a suitable earth electrode and to reduce the earth resistance if found to be high.

### 36.SERVICE CONNECTIONS

- All existing overhead service connections shall be carefully disconnected before a pole is removed and shall be equally carefully replaced and connected to the equipment in the pole mounted low voltage box / pole kit. The contractor shall ensure that all service connection conductors are correctly connected, i.e. neutral on the ABC / earth and armouring on the ABC neutral and live onto the load side of the circuit breaker. Correctly sized insulating piercing connectors shall be used for all connections to the ABC. Where a cable is too long it shall be made off

at the correct length and where it is too short a proper joint with crimped ferrules shall be made by contractor and to supply all material needed.

- All existing underground service connections in any ground or overhead enclosure (mini-sub, kiosks, substations....) shall be carefully disconnected when requested to do so. When service connections in an electrical enclosure need to be reconnected care should be taken that all service connections conductors are correctly connected. Where a cable is too long it shall be made off at the correct length and where it is too short a proper joint with crimped ferrules shall be made by contractor and to supply all material needed.
- All existing distribution cables in any ground or overhead enclosure (mini-sub, kiosks, substations....) shall be carefully disconnected when requested to do so and forms part of the overhead distribution network. When the distribution cable connection in an electrical enclosure need to be reconnected care should be taken that the distribution cable connection conductors are correctly connected. Where a cable is too long it shall be made off at the correct length and where it is too short a proper joint with crimped ferrules shall be made by contractor and to supply all material needed.
- Care shall be taken to ensure that a new 5 Ka Curve 1 circuit breaker of the same current rating as the one removed from that specific service connection shall be installed.
- The contractor will also be requested to supply and replace all “jumper” conductors between all protective devices (Circuit breakers & fuses) and the main LV supply line (aerial bundle conductor) with *new UV resistant* conductors with the exact mm<sup>2</sup> size as the removed “jumper” conductor.
- Common jumper size conductors are 10mm<sup>2</sup>, 16mm<sup>2</sup>, 25mm<sup>2</sup> & 35mm<sup>2</sup>. It shall be noted that a suitable insulating piercing connector must be used with aerial bundle conductor. Each “jumper” conductor shall be separately clamped on the aerial bundle conductor.
- All service connection cables not running through a galvanised pipe shall be neatly strapped to the “back side” of pole using stainless steel straps at intervals of not more than one metre.
- Where service connection cables are required to run through a 25mm, 32mm, 40mm or 50mm galvanised pipe - The galvanised pipe will be neatly strapped to the “back side” of the distribution pole using stainless steel straps at intervals of not more than one metre. The galvanised pipe will be buried into the ground at a depth not less than 200mm. The galvanised pipe will be same length as the service connection cable from the bottom to the connection point on the top of the pole plus the 200mm planting depth.
- The contractor shall ensure that all three (3) phase service connections will be disconnected and re-connected in such fashion that the phase rotation to the consumer is exactly as it was before.
- The contractor shall also ensure that the load balancing is far as practically correct over one supply circuit to an aerial bundle conductor.
- The following will apply where a service connection is damaged or no longer complies with said standards: The connection shall be replaced with a split concentric cable with 2 x pilot cores of the same conductor size as the existing one. Overhead connections that need replacement should be replaced as far as possible underground.
- Low voltage steel compression glands will be fitted by the contractor for all cables without steel wired armouring in accordance with the cable and gland manufacturer’s instructions. The correct size and type of gland will be used for the particular cable and application where applicable.
- Low voltage steel mechanical glands or K-clamps (depends on application or electrical enclosure) will be fitted by the contractor for all cables with steel wired armouring in accordance with the cable and gland manufacturer’s instructions. The correct size and type of gland will be used for the particular cable and application where applicable.

### **37. JOINTING AND TERMINATING OF CABLES**

- Approved SANS Moulded resin jointing kits shall be used for the house service connection and bulk supply cables.
- All joints to be made in accordance with the instructions issued by the manufacturer of the specific joint kit used.
- Crimped ferrules approved by the Breede Valley Municipality shall be used for splicing the wires in all joints.
- Earth conductors / armouring are to be joined by means of approved crimping ferrules and must be carried through in the joint box.
- Bimetal ferrules shall be used where it is necessary to join a copper and aluminium cable with each other.
- All jointing kits shall be approved by the Employers Agent or his / her representative.
- Overhead line supply cable terminations should be done in a “goose neck” configuration.
- Cable terminations inside an electrical enclosure shall be done with either a k-clamp or mechanical steel gland

configuration depending on the layout of the enclosure.

- A copper-aluminium lug should be used whenever an aluminium cable needs to be connected to a copper pad (circuit breakers / fuses...) or to transformer studs.
- Copper-aluminium lugs / pin connectors shall be used whenever an aluminium cable needs to be connected onto a circuit breaker or fuse holder.

### **38.AERIAL BUNDLE CONDUCTOR CONNECTIONS (REPLACEMENT AND REPAIRS)**

- All aluminium aerial bundled conductors shall be connected to the feeder cables by means of suitable insulation piercing clamps or thick-walled ferrules crimped by means of the deep indent process in a container die.
- Where such conductors have to be connected to copper conductor's suitable clamps, or pre insulated bimetal, water sealing ferrules shall be used. If clamps are used heat shrink type end caps shall be fitted to the aerial bundled conductor cable ends to keep moisture from entering the conductor. If ferrules are used they should be covered with self-vulcanising tape and heat shrink tubing for the same purpose.
- All aerial bundle conductor connections between 25mm<sup>2</sup> - 120mm<sup>2</sup> shall be done with Double shear head bolt Insulation Piercing Connectors.
- Pre insulated colour coded, water tight compression joints shall be used for joining two L.V. Aerial Bundle Conductor lines in midspan.

### **39.MARKING AND LABELLING OF LOW VOLTAGE DISTRIBUTION AND SERVICE CONNECTION CABLES AND ELECTRICAL EQUIPMENT**

- The electrical equipment supplied and installed in terms of this contract will form part of the electrical reticulation of BVM. The Contractor shall therefore permanently mark each circuit with an approved engraved label or an otherwise approved means as required by the OHS Act and to the satisfaction of the Breede Valley Municipality with the designation provided by the Employers Agent or his / her representative
- Existing cable connections must be identified with the premises it is connected to and then the pole box, circuit breaker and cable must be clearly labelled by approved methods, a tie-on cable marker is preferred.

### **40.REPLACEMENT OF STEEL, CONCRETE AND WOODEN DISTRIBUTION POLES, WOODEN SERVICE CONNECTION SUPPORT POLES AND ELECTRICAL CONNECTION EQUIPMENT TRANSFERS.**

Where it is necessary to replace distribution poles, the following shall apply:

- Replacement of distribution poles & electrical connection transfers:
- The contractor has two choices of replacing distribution poles:
- Removing the existing pole after it has been properly supported by suitable means, disconnect all electrical conductors, plant a new pole in its position and do the electrical connection transfers. (from the old to the new pole.)
- To excavate a new hole as close as possible to the one that must be replaced, plant a new pole in the new excavated hole, do the electrical connection equipment transfers and then remove the existing pole. It shall be noted where more than one pole need to be replaced and this method is used are to excavate all new holes on the same side of the existing poles either all on the left or right hand side to ensure that distances between poles remain more or less intact.
- The Contractor can be requested to excavate around the pole to determine the condition of the pole.
- Contractor to provide all necessary equipment, material & spares to successfully do all electrical connection transfers in a neat and orderly fashion between old and new distribution poles.
- Excavation holes should be 1/5 of the pole length deep and wide enough for the base plate where applicable. A
- Backfilling and compacting of pole and stay holes should follow the same procedure as for cable trenches.

- BVM will supply the new wooden distribution poles
- The poles shall be suitable for use at a mean altitude of 1800 m above sea level in an environment subject to heavy pollution at ambient temperatures of -15°C to 65°C.
- Only poles suitable for use in the construction of low voltage reticulation networks and power transmission lines shall be used.
- The poles used shall be treated with a mixture of copperchromium- arsenic (CCA) compound in accordance with SABS 753/754 – 1982.
- A 1 metre section at the bottom of the poles shall be treated with a fire retarding paint.
- SABS 753:1994 Pine poles and cross-arms for power transmission, low voltage reticulation.
- SABS 754:1994 Eucalyptus poles, cross-arms and spacers for power distribution systems.

#### **41.REPAIRS / REPLACEMENT OF ELECTRICAL EQUIPMENT / MATERIAL OF POLE MOUNTED METERING ENCLOSURES**

- To rewire a pole mounted enclosure with the appropriate size conductors / wires. The pole mounted meter enclosures used are 4 and 6 ways.
- To replace service connection small frame circuit breakers (6kA).
- Neutral connection copper bus bar to be fitted / replaced inside enclosure by means of insulators, copper busbar should be minimum 200mm (Length) x 20mm (Wide) x 5mm (Thick).
- Earth connection copper bus bar to be fitted inside by means of brass bolts, copper busbar should be minimum 200mm (Length) x 20mm (Wide) x 5mm (Thick).
- The Neutral and Earth bus bars must be bridged out with each other with a piece of Copper wire of an appropriate size.
- Enclosures should be properly earthed. If a trench earth is not available, then the contractor should install a separate earth by means of a suitable earth spike and copper earth wire minimum 50mm<sup>2</sup>. Copper conductors shall be installed inside a 20mm galvanized pipe. The galvanized pipe shall be neatly secured against the pole by approved methods such as the use of a 20mm galvanized bandit strap. An earth resistance test must be conducted and the reading must be recorded on the inspection / handover certificates. An acceptable reading is less than 20ohm.
- Existing service connections must be identified with the premises it is connected to and then the circuit breaker and cable must be clearly labelled by approved methods.

#### **42.AERIAL BUNDLE CONDUCTOR TENSIONING**

It is important that the right stringing tension is obtained.

#### **43.SPECIALISED INSTALLATION EQUIPMENT**

It will be required from the service provider to indicate which specialised equipment they have available to execute the work successfully. Service provider should have at least the following available:

- Correct Crimping Tools for Aluminium & Copper crimps.
- Linesmen safety belts
- Bandit Strapping Tension Tool
- Correct Dynamometer for tensioning the ABC
- Come along Clamps for ABC Ratchet Lever Hoist
- Low Voltage ABC stringing pulley
- Phase Separators

#### **44.MATERIAL SUPPLIED BY BREEDE VALLEY MUNICIPALITY.**

BVM will supply the following material:

- All Aerial Bundled Conductor Cable will be provided by the Breede Valley Municipality as a free issue to the contractor. The cable that will be provided will have three XLPE insulated aluminium phase conductors and one XLPE insulated aluminium alloy combined neutral / earth support conductor plus one XLPE insulated streetlight conductor. All work shall be executed in accordance with SANS 0198 – Part 14. The cable descriptions will be as follows, depending on the specific overhead line to be re-built:
- CABLE, 600/1000 V. 120 mm<sup>2</sup> THREE CORE PLUS 1 X 54, 6 mm<sup>2</sup> INSULATED NEUTRAL SUPPORT PLUS 1 X 25 mm<sup>2</sup> STRANDED ALUMINIUM CONDUCTOR XLPE BLACK INSULATED, AS PER SABS (SANS) 1418 Part 1 and 2 SPECIFICATION.
- Wooden poles will be supplied by the BVM as a free issue to the contractor.
- The Employers agent or his / her representative will make a ruling as to which poles on site are suitable for re-use. The BVM will provide the contractor with a plan showing the positions where poles are to be planted. The contractor shall adhere to this plan and shall not deviate from the specified positions without the specific written permission of the Employers agent or his / her representative.
- Where poles are to be planted in a straight line the contractor shall ensure that this is meticulously done. All poles shall be planted perfectly vertical and to the correct depth. The planting depth shall be  $\pm 1/5$  of the length of the pole, for example the planting depth for a 9 m pole shall be  $\pm 1,8$  m or as specified by the manufacturer of the poles.
- Low voltage cables will be supplied by the BVM.

#### **45.LOW VOLTAGE OVERHEAD SPAN LENGTHS**

The normal span length is between 35m - 40m

#### **46.SPECIFIC MATERIAL REQUIREMENTS / STANDARDS**

- All material to replace the existing worn out low voltage overhead lines and to replace them with new lines as specified in this document shall be supplied by BVM.
- All pole clamps, stay wires and anchors shall be galvanised and shall be suitable for the type of pole, size of aerial bundled conductor and span length of the particular situation. Stays and anchors shall be installed at an angle of 45 degrees to the horizontal. Care shall be taken to disturb as little of the ground around a hole for an anchor and the soil over an anchor shall be very thoroughly compacted with water added if necessary. Strut poles shall only be used where approved by the Employers agent or his / her representative.
- Fixed and adjustable stays are used within BVM. The Employers agent or his / her representative will instruct the contractor which type to use and where.
- Dead End Clamps for Aerial Bundled Conductor with three 120/95/70/50/35mm<sup>2</sup> aluminium XLPE insulated phase conductors, one 54,6mm<sup>2</sup> aluminium alloy XLPE insulated neutral / earth supporting conductor and with or without one 25mm<sup>2</sup> aluminium XLPE insulated street lighting conductor. All aerial bundled conductor cable will be supplied by the BVM as a free issue to the contractor.
- All Dead-End clamps for aerial bundled conductor with insulated neutral supplied and installed shall be:
- The 4 main conductors (L1, L2, L3 & N) shall be clamped by the dead end clamp. A black, UV resistant cable tie with a minimum width of 13mm and length of 200mm shall be used at both ends of the clamp block to neatly strap the streetlight conductor against the ABC.
- Suitable for aerial bundled conductor cable of the size and type specified.  
Able to withstand a breaking load of 1500 kg.
- Used with aluminium fusible bracket for steel distribution poles and a M16 eye bolt for a wooden pole.
- Strain Clamps for Aerial Bundled Conductor with three 120/95/70/50/35 mm<sup>2</sup> aluminium XLPE insulated phase conductors, one (25 - 54, 6)mm<sup>2</sup> aluminium alloy XLPE un-insulated neutral / earth supporting conductor and with or without one 25mm<sup>2</sup> aluminium XLPE insulated street lighting conductor.
- All strain clamps for aerial bundled conductor supplied with an un-insulated neutral conductor installed shall be:
- Suitable for aerial bundled conductor cable of the size and type specified.
- Have an aluminium alloy outer body and a UV stabilised thermoplastic wedge with a flexible stainless steel outer

bail.

- Able to withstand a breaking load of 1500 kg.
- All Dead End Clamps supplied for service connections shall be:
- Suitable for airdac (split concentric) 4mm<sup>2</sup>, 10mm<sup>2</sup> and 16mm<sup>2</sup> service connections.
- Able to withstand a breaking load of 250 kg.
- Used with a pigtail screw secured into a brick with a P12 plastic wall plug.
- Suspension Straps for Aerial Bundled Conductor with three 120/95/70/50/35mm<sup>2</sup> aluminium XLPE insulated phase conductors, one 54,6mm<sup>2</sup> aluminium alloy XLPE insulated neutral / earth supporting conductor and one 25mm<sup>2</sup> aluminium XLPE insulated street lighting conductor.
- All suspension straps for aerial bundled conductor supplied and installed shall be:
- Suitable for aerial bundled conductor cable of the size and type specified.
- U. V. Resistant
- Used with an aluminium fusible bracket for a steel distribution pole and a M16 pigtail bolt with a "S" hook for wooden poles.
- Pole mounting brackets for the ABC suspension strap to be strapped on by means to wooden poles a M16 pigtail bolt to be used.
- Brackets shall be galvanised to SABS ISO 1461. The thickness of the zinc coating shall be at least 90 micron.
- Single shear head bolt Insulation Piercing Connectors for connecting 4 - 16mm<sup>2</sup> PVC insulated stranded copper conductors to Aerial Bundled Conductor with three 120/95/70/50/35mm<sup>2</sup> phase conductors, one 54,6mm<sup>2</sup> insulated neutral / earth supporting conductor and one 25mm<sup>2</sup> street lighting conductor.
- Single shear head bolt Insulation Piercing Connectors for tapping from bare main conductor to insulated tap conductor especially to be used with aerial bundle conductor with a bare neutral / earth supporting conductor and one 25mm<sup>2</sup> street lighting conductor.
- Double shear head bolt Insulation Piercing Connectors for connecting 25 - 120mm<sup>2</sup> PVC insulated stranded copper conductors or aluminium conductors to Aerial Bundled Conductor with three 120/95/70/50/35mm<sup>2</sup> phase conductors, one 54,6mm<sup>2</sup> insulated neutral / earth supporting conductor and one 25mm<sup>2</sup> street lighting conductor.
- 10mm<sup>2</sup>, 16mm<sup>2</sup>, 25mm<sup>2</sup> & 35mm<sup>2</sup> UV resistant stranded copper conductors to be used as "jumpers".
- Pole Mounted Low Voltage Enclosures / Pole Kits for service connections shall be supplied by BVM, and be strapped on by means of stainless steel strapping on the side of the pole where cross-arms are removed after replacing bare overhead lines with aerial bundle conductor. The removable lid will be secured to the stationary part of the box by means of a ±200mm long and 4mm thick nylon string to prevent the lid from getting lost when removed.
- The service connection box shall be:
- Fully weatherproof
- UV Protected
- Manufactured from polypropylene material
- Must accept 3 single or 1 double or 1 triple pole 5Ka circuit breaker
- Slide to be visible from street
- LV Cables & joints required where applicable to extend, repair, re-route a service or supply connection. LV cables shall fully comply with the SANS 1507-6 and SANS 1411-7 TYPE PS1.
- Circuit breakers – CBI (6kA), it shall be noted to replace a circuit breaker with the same current capacity as the one removed. Curve 1 breakers to be used at all primary supply points eg. Pole kits. Curve 2 breakers to be used at all secondary supply points. Circuit breakers shall comply with the SANS 156, SANS IEC 60947-2:2 and SANS VC 8036 standards and shall be supplied with a suitable flash protection shroud and mounting bracket.
- Mechanical Glands For SWA cables – Nickel plated steel adjustable cable glands with waterproofing shrouds complying with SANS 1213:1994 shall be used for all SWA when required.
- Steel Compression Glands for un-armoured cables – A nickel plated fixed nipple glands with rubber compression bushes and waterproofing shrouds complying with SANS 1213:1995 shall be used for all round unarmoured cables when required.

#### 47.LOAD BALANCING

- It can be required of the contractor to carry out an investigation / inspection where it is suspected that load of one

underground or overhead supply circuit is unbalanced. If the investigation proves that the circuit is indeed unbalanced then it might be required from the contractor to balance the load as far as possible.

- A supply circuit is considered to be one distribution circuit breaker supplying all load connected to that circuit breaker.
- Load balancing should be carried out in peak hours when the load is at its highest and provide a close true reflection of what is consumed.

#### **48. TESTS AND TEST REPORTS**

- Test all the service connections for polarity, phasing and earth continuity.
- An earth resistance / continuity test for each steel distribution pole and ABC line.
- Test certificates to be handed over to the Employers agent or his / her representative for each test as indicated above.

#### **49. MEASUREMENT AND PAYMENT**

##### **a) Method of payment**

Except where otherwise specified in the specifications or in the preamble to the schedule, all items in the schedule shall be measured and shall cover the operation as specified.

##### **b) Quoted Unit Cost**

The summative quoted cost in the schedule of quantities shall cover the Contractor's direct and overhead cost and profit and all other costs of complying with the obligations, liabilities, risks and requirements associated with such item.

#### **50. PAYMENT**

##### **a) Terms of Payment**

Where indicated where pricing is based on a unit price for each individual scheduled item, that includes costs of:

- labor and traveling costs,
- all forms of idle time
- tools, equipment and PPE
- all activities related to legal and regulatory compliances
- ablution and latrine facilities or access to such facilities
- Transport & Machinery cost to be used to be included in all the items
- Excavating, Compacting, Re-installation and complete re-instating of surfaces of open trenches and pole poles.
- Collecting and handling of all equipment/material supplied by BVM. Redundant equipment/material to be delivered to BVM electrical department.
- Pricing must also include all the costs of consumable items, plant hire, maintenance, depreciation and all other coincidences that shall be necessary to complete the project as specified.  
The pricing must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment.

Quantities may fluctuate due to operational requirements and additional extensions to the existing network. The terms of payment shall conform to the relevant clauses of the applicable conditions of contract.

#### **51. VALIDITY AND TERMINATION OF CONTRACT:**

THIS APPOINTMENT IS ONLY VALID UNTIL MAXIMUM PROCUREMENT BUDGET FOR AN AMOUNT NOT EXCEEDING R200 000 IS REACH IN TERMS OF THE MUNICIPAL SUPPLY CHAIN REGULATIONS FOR THE PROCUREMENT OF THIS CONTRACT OR THE END OF THE FINANCIAL YEAR (2019/2020) ENDING 30 JUNE 2020, WHICH EVER ONE COMES FIRST.

**PRICING SCHEDULE**

| Item No                             | Description and Location   | Unit | Quantity | Total Price |
|-------------------------------------|--|------|----------|-------------|
| 1                                   | <p><b><u>c/o Hendrik Boom &amp; Quellerie (R 135086)</u></b></p> <ol style="list-style-type: none"> <li>1. Collect deliver and install 1 x 9 m pole. Remove old pole and deliver to electrical department.</li> <li>2. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>3. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>4. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.<br/><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></li> <li>5. If required, remove pole extension to the top.</li> <li>6. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>7. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> </ol>   | each | 1        |             |
| 2                                   | <p><b><u>c/o Sangster and Pegel Street. (R 122835)</u></b></p> <ol style="list-style-type: none"> <li>1. Collect deliver and install 1 x 9 m pole. Remove old pole and deliver to electrical department.</li> <li>2. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>3. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>4. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.<br/><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></li> <li>5. If required, remove pole extension to the top</li> <li>6. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>7. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>8. Supply deliver &amp; install, stay wire, anchor, pole top make-off on pole with equal or similar.</li> <li>9. Reinstate paving, tar or concrete.</li> </ol> | each | 1        |             |
| TOTALS CARRIED FORWARD TO NEXT PAGE |  |      |          |             |



|         | TOTALS BROUGHT FORWARD FROM PREVIOUS PAGE  |      |          |             |
|---------|--|------|----------|-------------|
| Item No | Description and Location   | Unit | Quantity | Total Price |
| 3       | <p><b><u>Napier street, infront of Wholesaler (R 137451)</u></b></p> <ol style="list-style-type: none"> <li>1. Collect deliver and install 1 x 9 m pole. Remove old pole and deliver to electrical department.</li> <li>2. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>3. If required, remove pole extension to the top.</li> <li>4. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>5. If required, collect, deliver, install, joint &amp; terminate service cables ±10m (each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>6. Reinstate paving, tar or concrete.</li> </ol>  | each | 1        |             |
| 4       | <p><b><u>21 Jordaan street ( R 136407)</u></b></p> <ol style="list-style-type: none"> <li>1. Collect deliver and install 1 x 9 m pole. Remove old pole and deliver to electrical department.</li> <li>2. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>3. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>4. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.<br/><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></li> <li>5. If required, remove pole extension to the top</li> <li>6. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>7. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> </ol>                    | each | 1        |             |
| 5       | <p><b><u>Leipoldt Avenue (Nuwe Hoop Sentrum) (R 132394)</u></b></p> <ol style="list-style-type: none"> <li>1. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>2. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>3. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.<br/><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></li> <li>4. If required, remove pole extension to the top</li> <li>5. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>6. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>7. Supply deliver &amp; install, stay wire, anchor, pole top make-off on pole with equal or similar.</li> </ol> | each | 1        |             |
|         | TOTALS CARRIED FORWARD TO NEXT PAGE  |      |          |             |

| TOTALS BROUGHT FORWARD FROM PREVIOUS PAGE |   |      |          |             |
|---|---|------|----------|-------------|
| Item No                                   | Description and Location  | Unit | Quantity | Total Price |
| 6   | <p><b><u>8 b Field street (R 132316)</u></b></p> <ol style="list-style-type: none"> <li>1. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>2. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>3. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.<br/><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></li> <li>4. If required, remove pole extension to the top</li> <li>5. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>6. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>7. Reinstate paving, tar or concrete.</li> </ol>                              | each | 1        |             |
| 7   | <p><b><u>9 Lindenberg street (R 122839)</u></b></p> <ol style="list-style-type: none"> <li>1. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>2. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>3. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.<br/><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></li> <li>4. If required, remove pole extension to the top</li> <li>5. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>6. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>7. Reinstate ground surface (paving, tar, concrete, grass etc.)</li> </ol> | each | 1        |             |
| TOTALS CARRIED FORWARD TO NEXT PAGE       |   |      |          |             |

| TOTALS BROUGHT FORWARD FROM PREVIOUS PAGE |   |      |          |             |
|---|---|------|----------|-------------|
| Item No                                   | Description and Location  | Unit | Quantity | Total Price |
| 8   | <p><b><u>Raymond Pollet Drive – Opposite Hex Tex (R 126729)</u></b></p> <ol style="list-style-type: none"> <li>1. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>2. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>3. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.<br/><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></li> <li>4. If required, remove pole extension to the top</li> <li>5. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>6. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>7. Supply deliver &amp; install, stay wire, anchor, pole top make-off on pole with equal or similar.</li> <li>8. Reinstate paving, tar or concrete.</li> </ol> | each | 1        |             |
| 9   | <p><b><u>Somerset Street – Next to Somerset clinic (R 123687) x 2 poles.</u></b></p> <ol style="list-style-type: none"> <li>1. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>2. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>3. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.<br/><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></li> <li>4. If required, remove pole extension to the top</li> <li>5. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>6. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>7. Reinstate paving, tar or concrete.</li> </ol>  | each | 2        |             |
| TOTALS CARRIED FORWARD TO NEXT PAGE       |   |      |          |             |

| TOTALS BROUGHT FORWARD FROM PREVIOUS PAGE |   |      |          |             |
|---|---|------|----------|-------------|
| Item No                                   | Description and Location.   | Unit | Quantity | Total Price |
| 10  | <p><b><u>60 Yssel street (R122848)</u></b></p> <ol style="list-style-type: none"> <li>1. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>2. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>3. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.<br/><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></li> <li>4. If required, remove pole extension to the top</li> <li>5. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>6. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>7. Supply,deliver &amp; install, stay wire, anchor, pole top make-off on pole with equal or similar.</li> </ol>   | each | 1        |             |
| 11  | <p><b><u>Carnation street (R 123462)</u></b></p> <ol style="list-style-type: none"> <li>1. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>2. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>3. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.<br/><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></li> <li>4. If required, remove pole extension to the top</li> <li>5. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>6. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>7. Supply,deliver &amp; install, stay wire, anchor, pole top make-off on pole with equal or similar.</li> </ol> | each | 1        |             |
| TOTALS CARRIED FORWARD TO NEXT PAGE       |   |      |          |             |

| TOTALS BROUGHT FORWARD FROM PREVIOUS PAGE |  |      |          |             |
|---|--|------|----------|-------------|
| Item No                                   | Job description and location   | Unit | Quantity | Total Price |
| 12  | <p><b><u>95 Russel street (R 135785)</u></b></p> <ol style="list-style-type: none"> <li>1. Collect deliver and install 1 x 9 m pole. Remove old pole and deliver to electrical department.</li> <li>2. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>3. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>4. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.</li> </ol> <p><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></p> <ol style="list-style-type: none"> <li>5. If required, remove pole extension to the top</li> <li>6. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>7. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>8. Supply,deliver &amp; install, stay wire, anchor, pole top make-off on pole with equal or similar.</li> <li>9. Reinstate paving, tar or concrete.</li> </ol> | each | 1        |             |
| 13  | <p><b><u>Fairbairn street (Boland park sport grounds) (R 136405)</u></b></p> <ol style="list-style-type: none"> <li>1. Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>2. Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors cost.</li> <li>3. If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.</li> </ol> <p><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></p> <ol style="list-style-type: none"> <li>4. If required, remove pole extension to the top</li> <li>5. If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>6. If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> </ol>   | each | 1        |             |
| TOTALS CARRIED FORWARD TO NEXT PAGE       |  |      |          |             |

| TOTALS BROUGHT FORWARD FROM PREVIOUS PAGE |  |      |          |             |
|---|--|------|----------|-------------|
| Item no                                   | Description and Location   | Unit | Quantity | Total Price |
| 14  | <p><b><u>118 Fairbairn street (R 136406)</u></b></p> <ol style="list-style-type: none"> <li>Collect deliver and install 1 x 9 m pole. Remove old pole and deliver to electrical department.</li> <li>Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>Old cross-arm needs to be removed in such a manner that it can be re-used on newly installed pole. If old cross-arm cannot be used it must be replaced with equal or similar at contractors' cost.</li> <li>If required, supply deliver and install 1 x cross-arm including pin type insulators, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.</li> </ol> <p><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></p> <ol style="list-style-type: none"> <li>If required, remove pole extension to the top</li> <li>If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> </ol> | each | 1        |             |
| 15  | <p><b><u>2 Villiera street (R 123673)</u></b></p> <ol style="list-style-type: none"> <li>Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>If required, supply deliver and install, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.</li> </ol> <p><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></p> <ol style="list-style-type: none"> <li>If required, remove pole extension to the top</li> <li>If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>Supply,deliver &amp; install, stay wire, anchor, pole top make-off on pole with equal or similar.</li> <li>Reinstate paving, tar or concrete.</li> </ol>  | each | 1        |             |
| 16  | <p><b><u>Nkentsha/Matsila Street link (R 122823)</u></b></p> <ol style="list-style-type: none"> <li>Collect deliver and install 1 x 9 m pole. Remove old pole and deliver to electrical department.</li> <li>Transfer lines, services, streetlight fitting, cables, anchors, etc to newly installed pole.</li> <li>If required, supply deliver and install, Ready bars 16mm, nuts 16mm, washers 16mm &amp; split washers 16mm.</li> </ol> <p><b><u>NB: Hot dipped Galvanised corrosion resistant</u></b></p> <ol style="list-style-type: none"> <li>If required, remove pole extension to the top</li> <li>If required, collect, deliver &amp; install Pole breaker box and circuit breakers.</li> <li>If required, collect, deliver, install, joint &amp; terminate service cables ±10m(each). When jointing PVC to Lead, care should be taken to insure earth continuity and maintain polarity.</li> <li>Reinstate paving, tar or concrete.</li> </ol>   | each | 1        |             |
| Total Carried Forward to Page 1           |  |      |          |             |

## 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 (GCC)

### 1. Definitions

1. The following terms shall be interpreted as indicated:

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



- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "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.
- 1.28 "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 non refundable 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 contract documents and information inspection**

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

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

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

## **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 analysed 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 a 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.

## **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 subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

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

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

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

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

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

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

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid 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 contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment**
- 34.1 No agreement to amend or vary a contract or order or the conditions, 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 Schedule 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a 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 Schedule 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.

Revised: July 2010

**WRITTEN AGREEMENT**

This is a written agreement between the (Client):

Name of Client: .....

and the (Mandatory):

Name of the MANDATARY.....

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I.....representing the MANDATARY do hereby

acknowledge that.....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on this..... day of.....20 at .....

Signature.....

On behalf of MANDATARY.....

Signature.....

On behalf of the Client.....

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993  
(ACT 130 OF 1993)**

(Client) ..... has a legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

1. Contractor's registration number with the office of the Compensation Commissioner:

**NB. A Letter of Good Standing as issued by the office of the Compensation Commissioner is to be attached to this agreement.**

Signature of Contractor.....

Date:.....