



**NEWCASTLE MUNICIPALITY**  
'The city of growth, peace and prosperity'

**TECHNICAL SERVICES**

**BID NO: A049-2020/21**  
**BID DOCUMENT**

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND  
MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD  
CELL AND 132KV ACCESSORIES**

MINIMUM CIDB GRADING 3EP or higher  
TENDER CLOSING DATE: 7 July 2021

**ISSUED BY:**  
Newcastle Municipality  
Municipal Tower Block  
Private Bag X6621  
Newcastle  
2940

**PREPARED BY:**  
Newcastle Municipality  
Electrical Services  
Vlam Crescent Street  
Newcastle  
2940

Contact Person:  
Mr Z. Dube  
Tel: 034 312 1201  
E-mail: [Zakhe.Dube@newcastle.gov.za](mailto:Zakhe.Dube@newcastle.gov.za)

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Name of Tenderer	_____
Address	_____
Phone No	_____
Fax No:	_____
Cellular No:	_____
E-mail Address:	_____
Contact Person:	_____

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**Tender Amount:**                      **as per pricing schedule**

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Sealed tender document must be deposited in the Tender Box provided in the 1<sup>st</sup> Floor, Newcastle Municipality Civic Centre, 37 Murchison Street, Newcastle by not later than 12:00hrs on Wednesday, 07 July 2021 when they will be opened in public. Please be advised that the name, address and contact details of the tenderer should be written at the back of the envelope.

NEWCASTLE MUNICIPALITY

BID NO A049-2020/21

<b>GENERAL TENDER INFORMATION</b>
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<b>TENDER ADVERTISED</b>	:	<b>3 June 2021</b>
<b>ESTIMATED CIDB CONTRACTOR GRADING</b>	:	3EP or Higher
<b>CLARIFICATION MEETING</b>	:	Not applicable
<b>VENUE FOR CLARIFICATION MEETING</b>	:	N/A
<b>CLOSING DATE</b>	:	Wednesday, 07 July <b>2021</b>
<b>CLOSING TIME</b>	:	12H00
<b>CLOSING VENUE</b>	:	Tender Box, Located at Newcastle Municipality Offices, 37 Murchison Street, 1 <sup>st</sup> Floor, Newcastle

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

<b>Contents</b>		
<b>Number</b>	<b>Heading</b>	<b>Pages</b>
<b>The Tender</b>		
<b>Part T1: Tendering Procedures</b>		
T1.1	Tender Notice and Invitation to Tender	2
T1.2	Tender Data	5
<b>Part T2: Returnable Documents</b>		
T2.1	List of Returnable Documents	25
T2.2	Returnable Documents	27
<b>The Contract</b>		
<b>Part C1: Agreements and Contract Data</b>		
C1.1	Form of Offer And Acceptance	89
C1.2	Contract Data	84
C1.3	Tenderer's Direct Participation of Targeted Labour	97
C1.4	Tenderer's Direct Participation of Targeted Enterprises	99
C1.5	Performance Guarantee	101
C1.6	Adjudication	104
C1.7	Occupational Health and Safety Agreement	105
<b>Part C2: Pricing Data</b>		
C2.1	Pricing Instructions	108
C2.2	Bill of Quantities	110
<b>Part C3: Scope of Work</b>		
	Description of The Works	116
<b>Part C3.4: Site Information</b>		
	Site information	142

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## Part T1: Tendering Procedures

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	<b><u>Page</u></b>
T1.1 Tender Notice And Invitation To Tender	2 - 5
T1.2 Tender Data	6
T1.2.1 Standard Conditions of Tender	6-22
T1.2.2 Variations to the Standard Conditions of Tender	23

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

T1.1 TENDER NOTICE AND INVITATION TO TENDER



**TENDER NOTICE**

NEWCASTLE MUNICIPALITY

BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

The Newcastle Municipality hereby invites tenders for **APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES.**

Tenderers should have a CIDB contractor grading of 3EP or Higher.

**A compulsory clarification meeting is not applicable in this appointment for Contractors. All questions and queries will be handled through email to [Zakhe.Dube@newcastle.gov.za](mailto:Zakhe.Dube@newcastle.gov.za).** All prospective tenders are encouraged to register their emails under this email to receive all tender related queries and answers.

Bid documents are obtainable from **03 June 2021**, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2nd Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a non-refundable document fee of R 300.00. **Alternatively the document may be downloaded free of charge from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)).**

**Banking Details** - The Newcastle Municipality, Nedbank - Account No: 1162 6600 66, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder's name as reference).

**Procurement enquiries: Mrs D Marais**

**Telephone no.: 034 328 7769**

**Technical enquiries: Mr Z Dube**

**Telephone no.: 034 312 1201**

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers using their B-BBEE status level of contribution. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **“Bid No: A049-2020/21- APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES”** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Wednesday, 7 July 2021** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

**Local Production and Content Requirements**

This bid will be evaluated for Local Production and Content. Only bids that achieve the minimum stipulated threshold for local production and content may be evaluated further. The stipulated threshold percentages for local production and content for the Transformers, Shunt Reactors & Associated Equipment is 80%.

The Declaration Certificate for Local Production and Content (MBD6.2) together with Annex C (Local Content Declaration Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid, and

In accordance with new Preferential Procurement Regulations, 2017 clause 4(1)(a), tenderers must be B-BBEE Level 1 or an EME. (ii) The rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

$$LC = (1 - x/y) * 100$$

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Where

X = is the imported content in Rand

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

Price referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

### Functional Evaluation

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criteria as indicated in the Terms of Reference or Tender Data.

**Minimum functional requirements:** Services providers or Contractors that submitted acceptable bids and that scored at least the minimum of 44 out of 65 points on functionality will qualify for next stage of tender evaluation process, that is Price and Preference (please refer to MBD 6.1)

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)

Mr. V. Govender  
Acting Municipal Manager  
Newcastle Municipality:  
Municipal Civic Centre  
37 Murchison Street  
Private Bag X6621  
Newcastle  
2940

**PART A**

**MBD1**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY</b>					
<b>Bid Number</b>	A049-2020/21	<b>Closing Date</b>	7 July 2021	<b>Closing Time</b>	12h00
<b>Description</b>	APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES				
<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					
<b>FIRST (1<sup>st</sup>) FLOOR OF THE NEWCASTLE MUNICIPALITY MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL) 37 MURCHISON STREET NEWCASTLE 2940</b>					
<b>SUPPLIER INFORMATION</b>					
Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are you the Accredited Representative in South Africa for the Goods /Services /Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)		Are you a Foreign Based Supplier for the Goods /Services /Works Offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
<b>Total Number of Items Offered</b>			<b>Total Bid Price:</b>		
<b>Signature of Bidder</b>			<b>Date:</b>		
<b>Capacity under which this bid is signed:</b>					
<b>ENQUIRIES MAY BE DIRECTED TO:</b>					
<b>Bidding Procedure Enquiries</b>				<b>Technical enquiries</b>	
Contact person	Mrs D Marais			Mr Z. Dube	
Telephone number	034 328 7769			034 312 1201	
E-mail address	Dalene.marais@newcastle.gov.za			Zakhe.Dube@newcastle.gov.za	

**PART B**

**MBD1**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2. <b>All bids must be submitted on the official forms provided–(not to be re-typed) or online</b>	
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the Standard Conditions of Tender as contained in <b>Annex C of the CIDB Standard for Uniformity for construction Procurement, (Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019.)</b> and, if applicable, any other special conditions of contract.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 <b>website <a href="http://www.sars.gov.za">www.sars.gov.za</a></b> .	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If the answer is “no” to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b>	

**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: .....



## NEWCASTLE MUNICIPALITY

BID NO A049-2020/21

## APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

**T1.2 TENDER DATA**

Tender data is covered in two sections. T1.2.1 refers to the Standard Conditions of Tender while T1.2.3 sets out Additional Conditions of Tender.

**T1.2.1 Standard Conditions of Tender**

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)). Annexure C of that notice are reproduced without amendment or alteration for the convenience of tenderers.

Clause number	Data
<b>C.1.1 ACTIONS</b>	<p><i>Add the following:</i></p> <p>The Employer is <b>NEWCASTLE MUNICIPALITY</b>, represented by <b>SED Technical Services</b></p>
<b>C.1.2 TENDER DOCUMENTS</b>	<p>The bid documents issued by the Employer comprise:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering Procedures</b>  T1.1 Tender Notice And Invitation To Tender  T1.2 Tender Data</p> <p>Part T2: Returnable Documents  T2.1 List Of Returnable Documents  T2.2 Returnable Schedules</p> <p><b>The Contract</b></p> <p><b>Part C1: Agreements and Contract Data</b>  C1.1 Form of Offer and Acceptance  C1.2 Contract Data  C1.3 Tenderer's Direct Participation of Targeted Labour  C1.4 Tenderer's Direct Participation of Targeted Enterprises  C1.5 Performance Guarantee  C1.6 Adjudication  C1.7 Occupational Health And Safety Agreement</p> <p><b>Part C2: Pricing Data</b>  C2.1 Pricing Instructions  C2.2 Bill Of Quantities</p> <p><b>Part C3: Scope Of Work</b>  C3 Scope of work</p> <p><b>Part C4: Site Information</b>  C4 Site Information</p>
<b>C.1.4 COMMUNICATION &amp; EMPLOYERS AGENT</b>	<p><i>Add the following:</i></p> <p>Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.</p>
<b>C.2 TENDERER'S OBLIGATIONS</b>	<p><i>Add the following after C.2.1:</i></p>

<p><b>C.2.1 ELIGIBILITY</b></p>	<p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p><b>A. Construction Industry Development Board (CIDB) Registration</b></p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 3EP class of construction work, are eligible to have their tenders evaluated.</p> <p><b>B. Joint ventures are eligible to submit tenders provided that:</b></p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 3EP class of construction work;</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EP class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations</li> </ol> <p><b>Tenderers are to note that work will be allocated as per the CIDB grading requirements. Therefore no tenderer will be allocated work that is more than the tenderer's current CIDB grading.</b></p>
<p><b>C.2.7 CLARIFICATION MEETING</b></p>	<p><i>Add the following:</i> The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.</p>
<p><b>C.2.12 ALTERNATIVE TENDER OFFERS</b></p>	<p><i>Add the following after C.2.12.2:</i></p> <ol style="list-style-type: none"> <li>A. If a tenderer wishes to submit an alternative offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer.</li> <li>B. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</li> <li>C. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</li> <li>D. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule A11: Alterations / Amendments By Tenderer in T2.2 Returnable Schedules.</li> </ol>
<p><b>C.2.13 SUBMITTING A TENDER OFFER</b></p>	<ol style="list-style-type: none"> <li>A. <i>Add the following at the end of C.2.13.3:</i> Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.</li> <li>B. <i>Add the following after the first sentence of C.2.13.5:</i></li> </ol>

## Part T2: Tender Data & Returnable Documents

	<p>The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p> <p><i>C. Add the following after the first sentence of C.2.13.5:</i> The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box</b> : Newcastle Municipality Offices, 1<sup>st</sup> Floor  <b>Physical address</b> : 37 Murchison Street, Newcastle  <b>Identification details</b> : BID NO A049-2020/21</p> <p>Sealed tenders with the Tenderer's name and address and the endorsement "<b>BID NO: A049-2020/21 - APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES</b>" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p> <p><i>D. Add the following after C.2.13.6:</i> A two-envelope procedure as described in C.3.5 will not be followed.</p>
<b>C.2.15 CLOSING TIME</b>	<p><i>Add the following:</i></p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
<b>C.2.16 TENDER OFFER VALIDITY</b>	<p><i>Add the following:</i></p> <p>The tender offer validity period is <b>120</b> days.</p>
<b>C.2.17 CLARIFICATION OF TENDER AFTER SUBMISSION</b>	<p><i>Add the following:</i></p> <p>A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.</p>
<b>C.2.23 CERTIFICATES</b>	<p><i>Add the following:</i></p> <p>The tenderer is required to submit the following certificates with the tender:</p> <p><b>A. Certificate of Contractor Registration (CIDB)</b> Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2).</p> <p><b>B. Tax Compliant Status</b> Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form REGISTRATION</p>

	<p>SUMMARY REPORT BY CENTRAL SUPPLIER DATABASE FOR THE SOUTH AFRICAN GOVERNMENT. Tax Compliance Status will be verified and is compulsory.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Compliant Status</p> <p><b>C. Bargaining Council Certificates</b> Where applicable, a certificate of compliance issued by the relevant Bargaining Council.</p> <p>Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.</p> <p><b>D. Tenders exceeding R10 million</b> Where the tendered amount inclusive of VAT exceeds R10 million:</p> <ul style="list-style-type: none"> <li>i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> <li>iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</li> <li>iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</li> </ul> <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard. (Document B3 in Part T2, page 83).</p>
	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
<b>C.3.4 OPENING OF TENDER SUBMISSIONS</b>	<p><i>Add the following:</i></p> <p>The time and location for opening of the tender offers is:</p> <p>Time : as per tender advert Location : 1<sup>st</sup> Floor, Newcastle Municipality Offices, 37 Murchison Street, Newcastle</p> <p>Tenders will be opened immediately after the closing time for tenders at 12:00.</p>
<b>C.3.5 TWO ENVELOP SYSTEM</b>	<p><i>Add the following:</i></p> <p>A two-envelope procedure will <b>not</b> be followed.</p>
<b>C.3.8 TEST FOR RESPONSIVENESS</b>	<p><i>Add the following after C.3.8.2:</i></p> <p>Tenders will be considered non-responsive if:</p> <ul style="list-style-type: none"> <li>• the tender is not in compliance with the Scope of Work;</li> <li>• the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.</li> <li>• the tenderer does not comply with the Contractor's CIDB grading designation specified in C.2.1.1 above.</li> <li>• The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.</li> <li>• The tenderer has failed to tender a Contract Participation Goal in respect of Targeted Labour (CPG<sub>2</sub>) of at least the minimum percentage specified (if so specified).</li> </ul>

<b>C.3.11 EVALUATION OF TENDER OFFERS C.3.11.1 GENERAL</b>	<p><i>Add the following:</i></p> <p>The procedure for the evaluation of responsive tenders is <b>Method 2</b> where the total number of adjudication points achieved, <math>T_{EV} = N_{FO} + N_P + N_Q</math>.</p> <p>where:</p> <ul style="list-style-type: none"><li>• <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer.</li><li>• <math>N_P</math> is the number of tender evaluation points awarded for preference.</li><li>• <math>N_Q</math> is the number of tender evaluation points awarded for quality.</li></ul>																														
<b>C.3.11.2 SCORING FINANCIAL OFFERS</b>	<p><i>Add the following new sub Clause:</i></p> <p>The financial offer will be scored using <b>Formula 2 (Option 1)</b></p> <p>The value of W1 is: 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000.00; or 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.</p>																														
<b>C.3.11.3 SCORING PREFERENCES</b>	<p><i>Add the following new sub clause:</i></p> <p>Points will be awarded to tenderers who complete, as relevant, and include in their tender submissions, the following duly completed Preference Schedules/Forms which are included in T2.2 Returnable Documents of the tender document as follows:</p> <p>Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:</p> <table><tr><th>B-BBEE Status Level Contributor</th><th>Number of Points for Financial value up to and including R50 000 000.00</th><th>Number of Points for Financial value above R50 000 000.00</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>6</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr><tr><td>8</td><td>2</td><td>1</td></tr><tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr></table>	B-BBEE Status Level Contributor	Number of Points for Financial value up to and including R50 000 000.00	Number of Points for Financial value above R50 000 000.00	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant contributor	0	0
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6	6	3																													
7	4	2																													
8	2	1																													
Non-compliant contributor	0	0																													
<b>C.3.11.4 OBJECTIVE CRITERIA</b>	<p><i>Add the following new sub clause:</i></p> <p>The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the below mentioned risks.</p> <p>In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:</p> <ul style="list-style-type: none"><li>• The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;</li><li>• The risk of Irregular expenditure to Newcastle Local Municipality;</li><li>• The risk of poor project and contract management on existing project with Newcastle Local Municipality;</li><li>• The risk of an abnormally low bid; and</li><li>• The risk of a material irregularity.</li></ul>																														
<b>C.3.11.5 SCORING QUALITY</b>	<p><i>Add the following new sub clause:</i></p> <p>Score quality in each of the categories in accordance with the tender data and calculate the total score for quality as detailed in the table below:</p>																														

## Part T2: Tender Data & Returnable Documents

	<p><b>QUALITY SCORING CRITERIA</b></p> <p>Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Schedules is to be inserted under Section B3 "Additional Functionality Documents".</p> <p>Tenderers are required to meet a minimum Quality Score of 44 points based on the criteria listed below. A score of less than 44 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below.</p>		
<p align="center"><b>DETAILED BREAKDOWN OF QUALITY POINTS</b></p>			
<p>1. Tenderers Experience</p> <p>Note: Tenderers should attach letters of Appointment and completion certificates from the awarding authority for completed projects to qualify for points for experience in the Returnable Documents.</p>	<table border="1"> <tr> <td data-bbox="633 521 1337 801"> <p>1. Demonstrated experience of Tenderer – Experience relating to supply, test, repair and maintenance of 132kv over headlines, fiber cables, transformers, load cell and 132kv accessories (7 points per project)</p> <p>1.1 List of similar projects undertaken successfully with reference to value and type within the last ten (10) years – 5 projects (contactable references to be provided). Minimum value of R200 000.00 per project</p> </td><td data-bbox="1337 521 1471 801"> <p>35</p> </td></tr> </table>	<p>1. Demonstrated experience of Tenderer – Experience relating to supply, test, repair and maintenance of 132kv over headlines, fiber cables, transformers, load cell and 132kv accessories (7 points per project)</p> <p>1.1 List of similar projects undertaken successfully with reference to value and type within the last ten (10) years – 5 projects (contactable references to be provided). Minimum value of R200 000.00 per project</p>	<p>35</p>
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<p>2. Proposed Professionals for projects</p>	<table border="1"> <tr> <td data-bbox="633 801 1337 1081"> <p>2. Qualifications and demonstrated relevant experience of key Personnel assigned to the project and in the Direct and Permanent Employ of the Company. Qualifications and detailed CV must be submitted:</p> <p>2.1 One x Professional Engineer (Electrical) min. 5 years' = 10</p> <p>2.2 One x Professional Technologist (Electrical) min. 5 years' experience = 10</p> <p>2.3 One x Technician (Electrical) min. 2 years' experience = 5</p> <p>2.4 One x Wireman's License min. 2 years' experience = 3</p> <p>2.5 One x Trade Test Electrician min. 2 years' experience = 2</p> </td><td data-bbox="1337 801 1471 1081"> <p>30</p> </td></tr> </table>	<p>2. Qualifications and demonstrated relevant experience of key Personnel assigned to the project and in the Direct and Permanent Employ of the Company. Qualifications and detailed CV must be submitted:</p> <p>2.1 One x Professional Engineer (Electrical) min. 5 years' = 10</p> <p>2.2 One x Professional Technologist (Electrical) min. 5 years' experience = 10</p> <p>2.3 One x Technician (Electrical) min. 2 years' experience = 5</p> <p>2.4 One x Wireman's License min. 2 years' experience = 3</p> <p>2.5 One x Trade Test Electrician min. 2 years' experience = 2</p>	<p>30</p>
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<p><b>TOTAL</b></p>	<p><b>65</b></p>		
<p align="center"><b>C.3.13</b></p> <p align="center"><b>ACCEPTANCE OF TENDER OFFER</b></p>	<p>A. <i>Add the following:</i></p> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>) unless it is a foreign supplier with no local registered entity;</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the tenderer is registered with the CIDB with an appropriate category of registration;</li> <li>d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;</li> <li>iii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> <li>f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and</li> </ul>		

	<p>Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>g) the tenderer complies with the requirements pertaining to Local Content and Production.</p> <p><b>Notification of Decision and Appeal Period</b></p> <p>If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.</p> <p>Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.</p> <p>Any tenderer wishing to exercise this right, must submit their appeal in writing to [insert name / designation], marked for the attention of [insert name and address]. The format of the appeal must:</p> <ul style="list-style-type: none"> <li>• set out the reasons for the appeal;</li> <li>• state in which way the appellant's rights have been affected by the decision;</li> <li>• state the remedy sought, and</li> <li>• be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Tender Adjudication Committee.</li> </ul> <p>Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).</p> <p>The notification of the decision sent to the successful tenderer is <b>not</b> acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.</p> <p>The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the [Client's] appeals process.</p>
<p><b>C.3.17</b> <b>PROVIDE COPIES OF THE CONTRACTS</b></p>	<p><i>Add the following:</i> The number of paper copies of the signed contract to be provided by the employer is one.</p>

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Standard Conditions of Tender

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- Note: 1 These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
2. Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

**C.1 General**

**C.1.1 Actions**

- C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

- C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

**C.1.2 Tender Documents**

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

**C.1.3 Interpretation**

- C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
- C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.



b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.

- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

- C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

- C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

- C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**C.1.6.3.2 Option 2**

- C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

- C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

- C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

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

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

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

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

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

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

## Part T2: Tender Data & Returnable Documents

- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects  
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

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

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

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

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

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

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

**C.3.1 Respond to requests from the tenderer**

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

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

**C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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

**C.3.6 Non-disclosure**

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

**C.3.7 Grounds for rejection and disqualification**

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

**C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

**C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

**C.3.10 Clarification of a tender offer**

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

**C.3.11 Evaluation of tender offers**

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

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

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;



b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful tenderer.

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

### **T1.2.2 Variations to the Standard Conditions of Tender**

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

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## Part T2: Returnable Documents

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	<b><u>Page</u></b>
T2.1 List of Returnable Documents	25
T2.2 Returnable Schedules	27 - 87

**NEWCASTLE MUNICIPALITY**  
**BID NO A049-2020/21**

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete and return documents A1 to A34; B1 to B4; C1.1 and C2 as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
<b>Schedule A</b>	<b>Documents incorporated in this tender document that must be completed and signed by all tenderers</b>	
A1	Authority to Sign Documents	28
A2	Letter of Good Standing with Workmen's Compensation Commissioner	29
A3	Clarification Meeting Certificate	30
A4	Certificate of Authority for Joint Ventures (only if Tenderer is a JV)	31
A5	Schedule of Work Experience of Tenderer	32
A6	Current and Recent Projects for Newcastle Municipality	34
A7	Schedule of Construction Plant	35
A8	Schedule of Subcontractors	37
A9	Details of Experience of Contracts Manager, Site Agent, General Foreman	38
A10	Compulsory Enterprise Questionnaire	39
A111	Alterations / Amendments by Tenderer	42
A12	Adjudication of Tenders on Points Basis	43
A13	Schedule of Daywork Rates	45
A14	Record of Addenda to Tender Documents	46
A15	Size of Enterprise and Current Workload	47
A16	Joint Venture Disclosure Form	48
A17	Details of Alternative Tenders Submitted	56
A18	Amendments and Qualifications By Tenderer	57
A19	Declaration of Interest (MBD 4)	58
A20	Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)	61
A21	Certificate of Independent Tender Determination (MBD 9)	63
A22	Form Concerning Fulfilment of The Construction Regulations 2014	66
A23	General Information (Procurement)	68
A24	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017 (MBD 6.1)	72
A25	Declaration of Local Content & Production (MBD 6.2)	76
A26	Tenderer's Financial Standing	82
A27	Socio Economic Upliftment Strategy	83
A28	Declaration for Municipal Accounts	84
<b>Schedule B</b>	<b>Additional Documents to be provided by the Tenderer and attached to his/her tender</b>	
B1	CIDB Contractor Registration Certificate	86
B2	Tax Compliant Status – Tax Pin Verification Certificate	87
		82

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
<b>Schedule C</b>	<b>Other Documents that will form part of The Contract</b>	
C1.1	Form Of Offer And Acceptance	84
C1.2	Contract Data	89
C1.3	Tenderer's Direct Participation of Targeted Labour	95
C1.4	Tenderer's Direct Participation of Targeted Enterprises	95
C1.5	Performance Guarantee	99
C1.6	Adjudication	102
C1.7	Occupational Health and Safety Agreement	103
C2	Pricing Data and Bill of Quantities	105
C3	Scope of Work	116
C4	Site Information	142

**NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK**

## **T2.2    RETURNABLE DOCUMENTS & SCHEDULES**

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## A1. AUTHORITY TO SIGN DOCUMENTS

I/We\*, the undersigned, am/are\* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is  
attached, or

.....

.....

\*Delete whichever is inapplicable

1.

--

NAME

--

SIGNATURE

--

DATE

2.

--

NAME

--

SIGNATURE

--

DATE

### WITNESSES:

1.

--

NAME

--

SIGNATURE

--

DATE

2.

--

NAME

--

SIGNATURE

--

DATE

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

**A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION  
COMMISSIONER**

**ATTACH LETTER OF GOOD STANDING TO THIS PAGE.**



NEWCASTLE MUNICIPALITY

BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

### A3. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We\* .....

of (tenderer) .....

of (address) .....

Telephone number .....

Fax number .....

Email .....

on (date) .....

have examined the Site of the Works and its surroundings for which I/we\* am/are\* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my/our\* tender.

\*Delete whichever is inapplicable

#### SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

#### SIGNED BY/ON BEHALF OF THE EMPLOYER:

NAME

SIGNATURE

DATE

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

#### A4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms....., authorised signatory of the company, close corporation or  
partnership..... acting in the capacity of lead partner, to sign all documents in  
connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....

**Note:**

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

### A5. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Complete d
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Anticipated Completion Date
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**NEWCASTLE MUNICIPALITY**  
**BID NO A049-2020/21**

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

### **A6. CURRENT AND RECENT PROJECTS FOR NEWCASTLE MUNICIPALITY**

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

<b>CURRENT PROJECTS</b>			
<b>PROJECT NAME</b>	<b>AWARDED AMOUNT</b>	<b>CONTRACT START DATE</b>	<b>ANTICIPATED / ACTUAL COMPLETION DATE</b>
<b>TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR NEWCASTLE MUNICIPALITY</b>			<b>R</b>

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should the tenderer be awarded the Contract.

[illegible]

CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED					
Description	Arrangements Made	Delivery Date	Size	Capacity	Number

If there is insufficient space above, the tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

NAME

SIGNATURE

DATE

NEWCASTLE MUNICIPALITY

BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## A8. SCHEDULE OF SUBCONTRACTORS

Note that **30%** of the work must be given to the local sub-contractors which will be appointed or nominated during construction.

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organisation/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the tenderer may append additional sheets.

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

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

**SIGNED BY/ON BEHALF OF TENDERER:**

--

NAME

--

SIGNATURE

--

DATE



NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

**A9. DETAILS OF EXPERIENCE OF CONTRACTS MANAGER, SITE AGENT, GENERAL FOREMAN & SAFETY OFFICER.**

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and General Foreman in work of a similar nature to that for which this Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACTS MANAGER				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
SITE AGENT				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
GENERAL FOREMAN				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
SAFETY OFFICER				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## A10. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise** .....

**Address of enterprise** .....

**Section 2: VAT registration number, if any** .....

**Section 3: CIDB registration number, if any** .....

### Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

### Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

### Section 6: Record of service of the state

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

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

**If any of the above boxes are marked, disclose the following:**

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

\*insert separate page if necessary

#### Section 7: Record of spouses, children and parents in the service of the state

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

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

If any of the above boxes are marked, disclose the following:

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

\*insert separate page if necessary

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

- authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**SIGNED:**

**ENTERPRISE NAME**

**DATE**

**NAME**

**POSITION**

**SIGNATURE**

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

### A11. ALTERATIONS / AMENDMENTS BY TENDERER

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

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

If there is insufficient space above, the tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

--

NAME

--

SIGNATURE

--

DATE

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**A12. ADJUDICATION OF TENDERS ON POINTS BASIS (ATTACH B – BBEE CERTIFICATE HERETO)**

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the Newcastle Municipality. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Newcastle Municipality.

The Tender shall be scored on an 80/20-point system where 80 will be for the price and 20 points is in terms of B-BBEE status level of contributor.

The Tender obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the Tender will be awarded to the Tenderer scoring the highest points for B-BBEE Status.

**The Employer intends to appoint only 15 bidders to be part of this panel of Contractors.**

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

**1. GENERAL CONDITIONS**

The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R 50,000,000; and
- the 90/10 system for requirements with a Rand value above R50,000,000.

The value of this tender is estimated not to exceed R 50,000,000 and therefore the 80/20 system shall be applicable.

Preference points for this tender shall be awarded for B-BBEE Status verified by an accredited assessor.

**THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:**

	<b>BREAKDOWN</b>	<b>WEIGHT</b>
1.	Price	80
2.	Preference	20
	<b>Total</b>	<b>100</b>

The points awarded for Preference are based on the B-BBEE status level of contributor is as follows:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

The tenderer shall attach a copy of his B-BBEE certificate to this page as proof of his status level.

Failure on the part of a tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The client reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to Preferences, in any manner required by the client.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**WITNESS 1:**

**NAME**

**SIGNATURE**

**DATE**

**WITNESS 2:**

**NAME**

**SIGNATURE**

**DATE**

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OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

**A13. SCHEDULE OF DAYWORK RATES**

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

**A. LABOUR**

Normal Working Time:

1	Labourers	R.....	per hour plus	.....%	"On-Cost"
2	Gangers	R.....	per hour plus	.....%	"On-Cost"
3	Tradesmen	R.....	per hour plus	.....%	"On-Cost"
4	Other				
	(a) .....	R.....	per hour plus	.....%	"On-Cost"

Overtime

1	Labourers	R.....	per hour plus	.....%	"On-Cost"
2	Gangers	R.....	per hour plus	.....%	"On-Cost"
3	Tradesmen	R.....	per hour plus	.....%	"On-Cost"
4	Other				
	(a) .....	R.....	per hour plus	.....%	"On-Cost"

**B. MATERIAL**

The Tenderer shall state here the percentage "On-costs" that should be added to the nett cost of materials:

.....%

**SIGNED BY/ON BEHALF OF TENDERER:**

--

NAME

--

SIGNATURE

--

DATE



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BID NO A049-2020/21

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#### A14. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

If there is insufficient space above, the tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

--

NAME

--

SIGNATURE

--

DATE

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

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OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

### A15. SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? R .....

What is the estimated turnover for your current financial year? ..... R

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m <sup>2</sup> )

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes ☐ No ☐

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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**A16. JOINT VENTURE DISCLOSURE FORM**

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a. the contributions of capital and equipment
  - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address .....  
.....  
.....
- c) Physical address.....  
.....  
.....
- d) Telephone .....
- e) Fax.....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

- 2.1(a)** Name of Firm.....  
Postal Address .....  
Physical Address.....  
Telephone .....  
Fax .....
- Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....  
**2.2(a)** Name of Firm.....  
Postal Address .....  
Physical Address.....  
Telephone .....  
Fax .....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....  
(Continue as required for further non-Affirmable Joint Venture Partners)

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm.....  
Postal Address .....  
Physical Address.....  
Telephone .....  
Fax .....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**3.2(a)** Name of Firm.....  
Postal Address .....  
Physical Address.....  
Telephone .....  
Fax .....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**3.3(a)** Name of Firm.....  
Postal Address .....  
Physical Address.....  
Telephone .....  
Fax .....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) ..... %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %
- c) Affirmable Joint Venture Partner percentages in respect of : \*
- i) Profit and loss sharing.....
- ii) Initial capital contribution in Rands.....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

- iii) Anticipated on-going capital contributions in Rands.....
- iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
- .....
- .....
- .....

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

- a) Joint Venture cheque signing

.....  
.....  
.....

- b) Authority to enter into contracts on behalf of the Joint Venture

.....  
.....  
.....

- c) Signing, co-signing and/or collateralising of loans

.....  
.....  
.....

- d) Acquisition of lines of credit

.....  
.....  
.....

- e) Acquisition of performance bonds

.....  
.....  
.....

- f) Negotiating and signing labour agreements

.....  
.....  
.....

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

- a) Supervision of field operations

.....

- b) Major purchasing

.....

- c) Estimating

.....

- d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

- a) Identify the “managing partner”, if any,

.....

.....

.....

.....

- b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

10. **PERSONNEL**

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....



The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone .....

Date .....

---

Signature.....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone .....

Date .....

---

Signature.....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone .....

Date .....

---

Signature.....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone .....

Date .....

---

(Continue as necessary)

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

### A17. DETAILS OF ALTERNATIVE TENDERS SUBMITTED

DESCRIPTION

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

### A18. AMENDMENTS AND QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

**A19. DECLARATION OF INTEREST (MBD 4)**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**
- 3.10.1 If yes, furnish particulars.  
.....  
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**
- 3.11.1 If yes, furnish particulars  
.....  
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**
- 3.12.1 If yes, furnish particulars.  
.....  
.....
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**
- 3.13.1 If yes, furnish particulars.  
.....  
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. ..... **YES / NO**
- 3.14.1 If yes, furnish particulars:  
.....  
.....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF  
132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

**A20. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

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

Item	Question	Yes	No
4.1	Is the Tenderer 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?  (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).  <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>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <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>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>



Item	Question	Yes	No
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

--

**POSITION**

--

**SIGNATURE**

--

**DATE**

**NEWCASTLE MUNICIPALITY**  
**BID NO A049-2020/21**

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

**A21. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)**

1. This Standard Tender Document must form part of all tenders<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).<sup>2</sup> Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

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

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

MBD 9

### CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the Tenderer to determine the terms of, and to sign the tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying tender 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 tendering.
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 tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**POSITION**

**SIGNATURE**

**DATE**

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF  
132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## A22. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

- Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify: ..... ..... ..... ..... ..... .....	

- Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

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

.....

.....

.....

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.(Tick)

YES	
NO	

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF  
132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

### A23. GENERAL INFORMATION (PROCUREMENT)

1. Name of tendering entity: .....
2. Contact details:  
Contact name and number:.....  
Address of tendering entity: .....  
Postal code: .....  
Tel no: (        )..... Fax no: (        ) .....  
E-mail address: .....
3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**  
(In the case of a joint venture, provide for all joint venture members)

.....  
.....

5. VAT registration number (**COMPULSORY**):  
(In the case of a joint venture, provide for all joint venture members)

.....  
.....

6. Company or closed corporation registration number (**COMPULSORY**):  
(In the case of a joint venture, provide for all joint venture members)

.....  
.....

7. Construction Industry Development Board (CIDB) registration number (**COMPULSORY**):  
(In the case of a joint venture, provide for all joint venture members)

.....  
.....

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members (**COMPULSORY**)

(In the case of a joint venture, provide for all joint venture members)

**ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS (SEE “NOTICE TO TENDERERS:VERY IMPORTANT NOTICE ON DISQUALIFICATIONS”)**

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.

**SIGNED BY/ON BEHALF OF TENDERER:**

--

NAME

--

SIGNATURE

--

DATE



**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS**

(In the event of a joint venture, to be completed by all joint venture partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

**1. SMME Status**

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

**NOTE:** If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

**NEWCASTLE MUNICIPALITY**

**BID NO A049-2020/21**

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

**A24. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

- ### 3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

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

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

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

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

## Part T 2.2: Returnable Documents

7	2	4
8	1	2
Non-compliant contributor	0	0

### 5. BID DECLARATION

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

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

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

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

### 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

**Part T 2.2: Returnable Documents**

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

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

**WITNESSES**

1. ....  
2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**

**DATE:** .....

**ADDRESS** .....

.....

.....

**NEWCASTLE MUNICIPALITY**

**BID NO A049-2020/21**

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

**A25. MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the:

- General Conditions,
- Definitions,
- Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017; and
- South African Bureau of Standards (SABS) approved technical specification number SATS1286:2011 (Edition 1)5 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates
  - Annexure C - Local Content Declaration: Summary Schedule,
  - Annexure D - Imported Content Declaration: Supporting Schedule to Annex C and
  - Annexure E - Local Content Declaration: Supporting Schedule to Annex C.

**1. General Conditions**

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

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

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

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

**Steel products**

**Part T 2.2: Returnable Documents**

Item #	Item description – See item specifications and rate	Stipulated threshold	minimum
	Class 1 - Transformer	80%	

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

**IN RESPECT OF BID NO: A049-2020/21, ISSUED BY NEWCASTLE MUNICIPALITY  
NB**

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

I, the undersigned, ..... (full names), do hereby declare, in my capacity as .....of

.....(name of bidder entity), the following:

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

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

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

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

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

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

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

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

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

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

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

**SATS 1286.2011**

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

(C1) Tender No.	A049-2020/21		
(C2 )Tender Description	Supply, Test, Repair and Maintenance of 132KV Over-Headlines, Fiber Cables, Transformers, Load Cell		
(C3) Designated product(s)	Transformers		
(C4) Tender Authority	Newcastle Municipality		
(C5) Tendering Entity's Name			
(C6) Tender Exchange Rate:	Currency		Rate
(C7) Specified local content %	80%		

[illegible]

## Maintenance of 132KV Transformers & Fiber Cables

## Part T 2.2: Returnable Documents

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

Signature of Tenderer from Annexure B

Date

NEWCASTLE MUNICIPALITY

BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

**A26. TENDERER'S FINANCIAL STANDING**

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount, within the specified time for completion.

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (at bank): .....

***Failure to provide either the required bank details or a certified bank rating with his Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. As such, his Tender will be ruled as "invalid".***

The Employer reserves the right to confirm with the Tenderer's bank that the supplied bank rating has not changed since the submission of the Tender.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## **A27. SOCIO ECONOMIC UPLIFTMENT STRATEGY**

Attached hereto are my/our proposed socio-economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub-contracting, skilled and semi-skilled labour employment, procurement of local labour and material, employment of woman, youth and disabled, etc

Notes:

- a) The developer has commitment to utilising the local community resources and labour, and as such preference will be shown to bidder's who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.

- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

**Failure to do so will lead to your tender being disqualified.**

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

BID NO A049-2020/21

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

**A28. DECLARATION FOR MUNICIPAL ACCOUNTS**

**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:**

**NB: Please note that this declaration must be completed by ALL bidders**

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

**NB:** If insufficient space above, please submit on a separate page

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.
Other (Please specify)		

**Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.**

SIGNED AT.....THIS.....DAY OF.....  
20.....

Name of Duly Authorised Signatory:  
(Please print).....

Authorised  
.....

Signature:

As witness: 1. ....

2. ....



**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

**B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE**

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

**NEWCASTLE MUNICIPALITY**

**BID NO A049-2020/21**

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

## **B2. TAX COMPLIANT STATUS**

Attach hereto Registration summary report by Central Supplier Database.

Each party to a Consortium/Joint Venture shall submit a separate Registration summary report by Central Supplier Database, or proof that he or she has made the necessary arrangements with SARS.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

---

## Part C1: Agreements and Contract Data

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	<b><u>Page</u></b>
C1.1 Form Of Offer And Acceptance	89
C1.2 Contract Data	94
C1.3 Tenderer's Direct Participation of Targeted Labour	97
C1.4 Tenderer's Direct Participation of Targeted Enterprises	99
C1.5 Performance Guarantee	101
C1.6 Adjudication	104
C1.7 Occupational Health And Safety Agreement	105

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## C1.1. Form of Offer and Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**BID NO A049-2020/21 - APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

.....  
..... RAND (in words);  
R ..... (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**SIGNED ON BEHALF OF/BY THE TENDERER:**

.....  
.....  
.....

**NAME**

.....  
.....  
.....

**SIGNATURE**

.....  
.....  
.....

**CAPACITY**

.....  
.....  
.....

**DATE**

**Name and address of Organisation:**

.....  
.....  
.....

**SIGNED BY WITNESS:**

.....  
.....  
.....

**NAME**

.....  
.....  
.....

**SIGNATURE**

.....  
.....  
.....

**DATE**

## Acceptance

*By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an Agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.*

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope Of Work
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

### SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

NEWCASTLE MUNICIPALITY - address of Organisation

### SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

## Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such Agreement shall be recorded here.
3. Any other matter arising from the process of Offer and Acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above Agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject .....  
Details .....  
.....  
.....  
.....
2. Subject .....  
Details .....  
.....  
.....  
.....
3. Subject .....  
Details .....  
.....  
.....  
.....
4. Subject .....  
Details .....  
.....  
.....  
.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Returnable Documents, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED ON BEHALF OF/BY NEWCASTLE MUNICIPALITY:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

**CONFIRMATION OF RECEIPT**

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

the ..... (day) of ..... (month) ..... (year)

at ..... (place)

**SIGNED ON BEHALF OF/BY THE CONTRACTOR:**

**NAME**

**SIGNATURE**

**CAPACITY**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**



NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## C1.2. Contract Data

### Part 1: Contract Data Provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

#### **General Conditions of Contract for Construction Works (Third Edition, 2015)**

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email:civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer or the Employer.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

The following contract specific data are applicable to this Contract:

Clause	
1.1.1.7	The Principle Agreement of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed Service Legal Agreement will act as a full legal document. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.
1.1.1.13 5.14.5.2	The Defects Liability Period is 365 days after final completion per project.
1.1.1.14 5.14.1	The date for achieving Practical Completion is a date to be agreed between the Employer and the Contractor before the commencement of the works.
1.1.1.15 1.2.1.2	The <b>Employer</b> is <b>NEWCASTLE MUNICIPALITY</b> , represented by SED Technical Services and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer."
1.1.1.26	The Pricing Strategy is <b>Fixed Price Contract</b> .
1.2.1.2	The name of the Employer is : <b>NEWCASTLE MUNICIPALITY</b>  The address of the Employer is : 37 Murchison Street, Newcastle
5.3.1	The documentation required before commencing with the Works are:  1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) Notwithstanding the above, the Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date (site handover) or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.

5.3.2	Time to Submit the documentation required before commencement of the Works is 14 days.
5.4	<p>Add the following clause after Clause 5.4.3:</p> <p>5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.</p>
5.5.1	The Works shall be completed within the time frame stipulated during the allocation of work to the Contractor by the Employer, exclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in Clause 5.3.1 above.
5.6.1	The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.
5.8.1	<p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1. All gazetted public holidays falling outside the year end break.</li> <li>2. The year-end break commencing on the 15th December and ending on 15th January or as agreed on a yearly basis depending on the yearly calendar.</li> </ol>
5.13.1	The penalty for failing to complete the Works is <b>R 1000.00 per day</b> per project.
5.16.3	The latent defects period is 12 months per project.
6.8.2	<p>Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>SCHEDULE WITH THE FOLLOWING VALUES.</p> <p>THE VALUE OF "X" IS 0.15 THE VALUE OF THE COEFFICIENTS ARE: a = 0.3 (LABOUR) b = 0.3 (CONTRACTOR' S EQUIPMENT) c = 0.35 (MATERIAL) d= 0.05 (FUEL)</p> <p><b>CONSUMER PRICE INDEX APPLIES AS FOLLOWS:</b></p> <p>PERIOD ONE (01) • BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID EXCEPT FOR SPECIAL MATERIAL AS PER GCC 2015.</p> <p>PERIOD TWO (02) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)</p> <p>PERIOD THREE (03) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)</p>
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).
6.10.3	The limit of retention money is 10% to a maximum of 5% of the contract value.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period.
10.3.1	Disputes are to be settled in terms of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed Service Legal Agreement will act as a full legal document. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.
10.5.3	The number of Adjudication Board Members to be appointed is as per Newcastle Municipality regulations.
10.7.1	The determination of disputes shall be by arbitration.

## Part 2: Data Provided by the Contractor

Clause															
1(1)(h) 1(2)	<p>The name of the Contractor is .....</p> <p>The address of the Contractor is .....</p> <table border="0"> <tr> <td>Physical Address</td><td>Postal Address</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>Telephone: .....</td><td>Fax:.....</td></tr> <tr> <td>Email: .....</td><td></td></tr> </table>	Physical Address	Postal Address	.....	.....	.....	.....	.....	.....	.....	.....	Telephone: .....	Fax:.....	Email: .....	
Physical Address	Postal Address														
.....	.....														
.....	.....														
.....	.....														
.....	.....														
Telephone: .....	Fax:.....														
Email: .....															

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## C1.3. Tenderer's Direct Participation Of Targeted Labour

### 1. Definitions

#### 1.1 Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area

#### 1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

#### 1.3 Target Area

For this project, the target area is defined as the relevant ward within Newcastle Municipality in which the project falls.

#### 1.4 Labour Maximisation

Labour maximization shall contribute a minimum of 5% of the value of works (excluding Provisional Sums specified by the Engineer for items with no local labour content and work by specialist subcontractors).

### 2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) Accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and
- 4) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

### 3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based on the definition above, not as calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

### 4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times (D - D_o) \times N_A$$

Where D = tendered Contract Participation Goal percentage.

D<sub>o</sub> = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

N<sub>A</sub> = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local

labour content, specialist contractors and supply of pipes by the Employer  
and excluding VAT)  
P = Rand value of penalty payable

#### 5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of .....% (minimum: 5%) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature: .....

Name: .....

Duly authorized to sign on behalf of:

.....

Telephone:.....

Fax:.....

#### 6. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
Total			

\*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

#### SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## C1.4. Tenderer's Direct Participation of Targeted Enterprises

### 1. Definitions

#### 1.1 Targeted Enterprise

The following definitions shall apply to this schedule:

SMMEs shall contribute 30% of the value of works excluding value of specialist work by subcontractors (of which at least 50% is to be contributed by BEs). SMME's and BE's must be sourced from within the Newcastle Municipality.

#### 1.2 Targeted Partners

Targeted partners have been defined for the contract. The tenderer may obtain a list of potential targeted partners from the Newcastle Municipality.

### 2. Conditions associated with the construction participation goals (CPG)

The tenderer, undertakes to:

- 1) Engage one or more targeted enterprise in accordance with the provisions of the SANS 1914 -4 as varied in sections 3 hereunder; Deliver to the Employer, within 5 working days of being requested in writing to do so, a completed Joint Venture Disclosure Form (Annex D of SANS 1914-1) and a joint venture agreement, should a joint venture be proposed at prime contract level with Targeted Partners to satisfy Contract Participation Goal undertakings;
- 2) Deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 3) Accept the sanctions set out in Section 4 below should such conditions be breached;
- 4) Complete the Contract Participation Goal commitment form contained in Section 5 below; and
- 5) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

### 3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS1914-4 the requirements of the variations shall prevail.

Calculations of the contract participation goals shall be based as a % of targeted enterprises costs of the Net Amount (NA) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

### 4. Sanctions

In the event that the tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

Where	P	=	0,50 X (D-D <sub>o</sub> ) x NA
	D	=	tendered Contract Participation Goal percentage.
	D <sub>o</sub>	=	the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
	NA	=	Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as specialist contractors, expenditure specified by the Engineer for items with no local labour content and supply of pipes by the Employer and excluding VAT)
	P	=	Rand value of penalty payable

### 5. Contract Participation Goal in respect of targeted enterprises

I/We hereby tender a Contract Participation Goal of .....% (minimum: 30%).

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer confirms that he/she understands the conditions under which such Contract Participation Goals are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of targeted enterprises.

Signature:

.....

Name:

.....

Duly authorized to sign on behalf of:

.....

Telephone:

.....

Fax:

.....

**6. Supporting contract participation goal calculation**

**Only items to be sub-contracted should be listed below, value will depend on the allocation of work to the main Contractor.**

SCHEDULE ITEM NO	NAME OF SMME/BE	ITEM DESCRIPTION/GOODS AND SERVICES TO BE PROVIDED	VALUE (RANDS)
	Not applicable at this stage		
<b>Total</b>			

**Sub-contractors with the lower CIDB grading must be assisted by the main contractor such that they are able to upgrade to the next level of their current grading.**

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## C1.5. Performance Guarantee

### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: means: .....

Physical address:.....

"Employer" means: **NEWCASTLE MUNICIPALITY**

"Contractor" means:.....

"Engineer" means: .....

"Works" means: .....

"Site" means: .....

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

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

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:.....

"Expiry Date" means:.....

### CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

### PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;



- 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**SIGNED AT:.....**

**GUARANTOR (1)**

**SIGNATURE**

**DATE**

**CAPACITY**

**GUARANTOR (2)**

**SIGNATURE**

**DATE**

**CAPACITY**

**WITNESS (1)**

**SIGNATURE**

**WITNESS (2)**

**SIGNATURE**

---

NEWCASTLE MUNICIPALITY  
BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV  
OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## **C1.6. Adjudication**

Adjudication shall be carried out in terms of Clauses 7, 8, 9 and 10 of the General Conditions of Contract.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained Appendices 4 and 5 of the General Conditions of Contract 2015.

BID NO A049-2020/21

APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES

## C1.7. Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN NEWCASTLE MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND**

.....  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, .....  
representing

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

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

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

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

**SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY**

--

NAME

--

SIGNATURE

--

DATE

**SIGNED BY WITNESS:**

--

NAME

--

SIGNATURE

--

DATE

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

**SIGNED BY/ON BEHALF OF NEWCASTLE MUNICIPALITY**

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

### **Occupational Health and Safety Conditions**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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## Part C2: Pricing Data and Bill of Quantities

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	<b><u>Page</u></b>
C2.1 Pricing Instructions	108
C2.2 Bill Of Quantities	110

**NEWCASTLE MUNICIPALITY****BID NO A049-2020/21****APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES****C2.1. Pricing Instructions**

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m <sup>2</sup> .pass	=	square metre-pass
h	=	hour	m <sup>3</sup>	=	cubic metre
ha	=	hectare	m <sup>3</sup> .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m <sup>2</sup>	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to **www.sabs.co.za** or **www.iso.org** for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. **The quantities set out in the Pricing Schedule are not the final quantities and are only used for evaluation purposes only.** The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

**Part C2: Pricing Data****Pricing Instructions**

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10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

**CONSUMER PRICE INDEX APPLIES AS FOLLOWS:**

PERIOD ONE (01) • BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH  
BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID EXCEPT FOR SPECIAL MATERIAL AS  
PER GCC 2015.

PERIOD TWO (02) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12  
MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)

PERIOD THREE (03) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING  
PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)

The Tenderer shall price each item in the Bill of Quantities in **BLACK INK**.



## Part C2: Pricing Data &amp; Scope of work

## NEWCASTLE MUNICIPALITY

## BID NO A049-2020/21

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

**C2.2. Bill of Quantities**

ITEM	DESCRIPTION	QUANTITY	PRICE	TOTAL
<b>1.</b>	<b>Transformers</b>			
1.1	132kV/11kV Transformer - 30 MVA			
1.2	132kV/11kV Transformer - 20 MVA			
1.3	132kV/11kV Transformer - 15 MVA			
1.4	132k lightning arresters			
1.5	132kv Neutral earthing resistor NER			
1.6	132kv links			
1.7	Tap changer control			
1.8	132kv conductor			
1.9	132kv line insulators			
1.10	132kv clamps			
1.11	132kv bus-zone			
<b>2.</b>	<b>Supply and install vacuum switchgear as per specification</b>			
2.1	Indoor Incoming C/B (Rated Voltage up to 12kV, Rated nominal current: up to 2500A)			
2.2	Indoor Feeder C/B (Rated Voltage up to 24kV, Rated nominal current: up to 1250A).			
2.3	Indoor Bus Coupler C/B (Rated Voltage up to 12kV, Rated nominal current: up to 2500A).			
2.4	Commissioning of new switchgear by third party before switching on.			
2.5	Supply and Install complete set of danger signs and instruction notices for substation building AND First Aid Kit.			
2.6	Protection panel commissioning			

**Part C2: Pricing Data & Scope of work**

2.7	Switchgear commissioning			
2.8	Transformer Tap Changer Testing			
2.9	Transformer Tap Changer Maintenance			
3	<b>Preliminary and General costs</b>			
3.1	Time per hour			
3.2	Travel per Kilometre			
4	<b>Coupling Cell including cage.</b>			
4.1	Typical coupling cell for 11 kV, 20 MVA transformer (425 hz)			
4.2	11kV No Load isolator			
4.3	Installation of 1 coupling cell			
5	<b>Transmitting equipment.</b>			
5.1	Transmitter 40 kVA suitable for 1 coupling cell			
5.2	Transmitter 40 kVA suitable for 2 coupling cells			
5.3	Transmitter 90 kVA suitable for 1 coupling cell			
5.4	Transmitter 90 kVA suitable for 2 coupling cells			
5.5	Module without CPU, SFU-K103			
5.6	Module without CPU, SFU-K203			
5.7	CPU card with Inputs/Outputs for SFU=K x03			
6.1	Wedge Dead Ends			
6.2	Dead End Link Plates			
6.3	Formed Wire Dead End			
6.4	Comealong			
6.5	Double Layer Formed Wire Suspension			
6.6	Hibus Suspension			
6.7	Mechanical Suspension Single & Double			
6.8	Bounding Clamps			
6.9	Guide Clamps			
6.10	Fibre Storage Units			

**Part C2: Pricing Data & Scope of work**

6.11	Connector Kits for Isolator			
6.12	Wedge Dead end			
6.13	Temporay Grid			
6.14	Limited Tension Formed Wire Dead Ends			
6.15	ADSS Suspension Units			
6.16	Spiral Vibration Damper			
6.17	Sky wrap in – line Joints			
6.17	Optic – Guard Splice			
6.18	ADSS 24 core o/h long span cable single			
6.20	24 core long cable make off			
6.21	Patch panel 24 Or 12			
6.22	OTDR Test/ Machinery			
6.23	Patch leads			
6.24	Peak tails			
6.25	Power machine			
<b>7</b>	<b>Coupling Cell including cage.</b>			
7.1	Typical coupling cell for 11 kV, 20 MVA transformer (425 hz)			
7.2	11kV No Load isolator			
7.3	Installation of 1 coupling cell			
7.4	Servicing and cleaning of 1 coupling Cell			
7.5	Replacement filters for existing fan box (500x500x50)			
<b>8</b>	<b>Transmitting equipment.</b>			
8.1	Transmitter 40 kVA suitable for 1 coupling cell			
8.2	Transmitter 40 kVA suitable for 2 coupling cells			
8.3	Transmitter 90 kVA suitable for 1 coupling cell			
8.4	Transmitter 90 kVA suitable for 2 coupling cells			
8.5	Module without CPU, SFU-K103			

**Part C2: Pricing Data & Scope of work**

8.6	Module without CPU, SFU-K203			
8.7	CPU card with Inputs/Outputs for SFU=K x03			
8.8	Installation of transmitter 1 port			
8.9	Installation of transmitter 2 port			
8.10	Replacement of 1 short circuit Contactor			
8.11	Display for SFU-K transmitter			
<b>9</b>	<b>Central and local controllers (MxC series)</b>			
9.1	PS Base module			
9.2	PCS Power supply Mod/NT+			
9.3	PCS Modem Card.			
9.4	PS Communication RS232/RS422 Card.			
9.5	PS CPU Card			
9.6	PS 6HE Power supply			
9.7	PS Basic board			
9.8	PS 8 S/S output relay module			
<b>10</b>	<b>Communication Links.</b>			
10.1	Moxa Nport 5110 for Lan to RS232 conversion.			
10.2	Moxa E1212 IO Logik 8 digital inputs 8 digital outputs			
10.3	Moxa E1240 IO Logik Analog input .			
10.4	Moxa E 1241 IO Logik Analog output			
10.5	Moxa industrial 5 port switch unmanaged			
10.6	Moxa industrial 8 port switch unmanaged.			
10.7	Servicing and settings of communication links			
10.8	Communication Links.			
10.9	Moxa Nport 5110 for Lan to RS232 conversion.			
10.10	Moxa E1212 IO Logik 8 digital inputs 8 digital outputs			
10.11	Moxa E1240 IO Logik Analog input .			

**Part C2: Pricing Data & Scope of work**

10.12	Moxa E 1241 IO Logik Analog output			
10.13	Moxa industrial 5 port switch unmanaged			
<b>11</b>	<b>Metering</b>			
11.1	Programmable transducer for Load Measuring (mA)			
11.2	Protection device. DC to Dc isolator for programmable transducer			
11.3	Metering			
11.4	Programmable transducer for Load Measuring (mA)			
11.5	Protection device. DC to Dc isolator for programmable transducer			

**LABOUR AND TRANSPORT PRICING SCHEDULE**

Item nr	Description	Unit	Expected Quantity	Rate	Price
1.	Safety File compilation and presentation	File	1		
2.	<b>Labour Team normal</b>				
2.1	Site Supervisor	R/hour	1		
2.2	Artisan	R/hour	1		
2.3	Semi-skilled	R/hour	1		
2.4	Accommodation TRF team	R/day/person	1		
3.	<b>Equipment and Transport</b>				
3.1	LDV	R/km	1		
	5 TON truck	R/km	1		
3.2	5 TON truck	R/day	1		
3.3	8 TON truck	R/km	1		
3.4	8 TON truck	R/day	1		
3.5	10 TON Crane truck	R/km	1		
3.6	10 TON Crane truck	R/day	1		

**Part C2: Pricing Data & Scope of work**

3.7	Generator 3 Phase 200A and 50m power supply cable(5 core	R/day	1		
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**NEWCASTLE MUNICIPALITY**  
**BID NO A049-2020/21**

**APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES**

**Declaration**

**(In respect of completeness of Tender)**

Newcastle Municipality  
 37 Murchison Street  
 Newcastle  
 2940

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document comprising 142 pages + the Bill of Quantities comprising 26 pages in consecutive order upon which my/our tender for the **BID NO A049-2020/21- APPOINTMENT OF ELECTRICAL CONTRACTORS FOR SUPPLY, TEST, REPAIR AND MAINTENANCE OF 132KV OVER HEADLINES, FIBER CABLES, TRANSFORMERS, LOAD CELL AND 132KV ACCESSORIES** has been based.

**SIGNED BY/ON BEHALF OF TENDERER**

**NAME**

**SIGNATURE**

**DATE**

### Part C3: Scope of Work

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#### **Specification for Supply, Test, Repair and Maintenance of 132kv Over Headlines, Fiber Cables, Transformers, Load Cell and 132kv Accessories**

##### **Transformers Specifications**

15MVA-30MVA, 132/11kV, Z=10% transformers

- The transformer will be Star/Star and shall be capable of operating continuously.
- Metering and protection current transformers shall be fitted on outdoor steel structures. The tenderer shall supply the equipment necessary for line drop compensation, and any other feature peculiar to the transformers. Terminal markings for the current transformers shall indicate both the polarity of the primary (where applicable) and secondary terminals and the current transformer designation which shall indicate the phase or neutral connections in which they appear and the sequence relative to other current transformers in that connection.
- The transformers will have tapings between +5% to -15% of 132kV.
- The BUCHHOLZ relay shall be fitted with tripping and alarm contacts and shall be so designed that the relay can be mechanically operated for testing purposes.
- The Winding Temperature Indicators must consists of:
  1. Dial indicating the temperature in °C and fitted with a reset table maximum temperature indicator.
  2. Pair of adjustable alarm contacts which can be set to close at a predetermined temperature, are to be provided and, in addition, a pair of contacts for tripping purposes.
- Dial-type oil thermometers shall be graduated in °C for registering “top oil” temperatures. The instrument shall be provided with a resettable maximum temperature indicator and a pair of adjustable alarm-contacts which can be set to close at a predetermined temperature. An additional set of adjustable contacts shall be provided for tripping purposes.
- All alarm contacts shall be suitable for making or breaking the required current at the specified alarm and tripping voltage. Any auxiliary relays associated with trip circuits shall be D.C. operated and suitable for the specified alarm and tripping voltage. Alarm and trip contacts shall be provided with electrically independent and ungrounded circuits.
- The transformer is provided with a “on-load” tap-changer on the high voltage windings of the transformer. A contact, wired out to separate terminals, shall be provided for monitoring of the tripping of

the HV circuit breaker controlling the transformer in the event of an over current occurring simultaneously with the operation of the tap-changer diverter switch.

- Voltage and current transformers necessary for the control and protection of the tap changer shall be supplied by the tenderer via the 11kV switchgear. The control circuits shall be so arranged that it is impossible to energize the main transformer, by means of control selection, through the secondary windings of associated auxiliary and voltage transformers.

### **A. 132kV OVERHEAD LINES**

#### **A 132KV, ACSR, Wolf (Double) line**

132 & 11 kV overhead line Specifications:

PARAMETER	132kV Voltage	11kV Voltage
Nominal voltage	132kV	11kV
Impulse withstand voltage	650kV	95kV
Minimum creep age distance	2500mm	380mm
Power frequency withstand voltage (1min)	275kV	28kV
Fault level (3 sec)	25kA	25kA
Rated current	630A	1200A
Rated frequency	50Hz	50Hz
Minimum ground clearance	2500mm	2500mm
Minimum section clearance	3200mm	2590mm
Minimum phase to phase	2500mm	230mm
Minimum phase to ground	1500mm	180mm
Maximum line tension/phase	4,5kN	NA
Maximum E/W tension	2,3kN	NA
Design wind pressure	750Pa	750Pa
Location	Outdoors	Indoors
Minimum safety factor	2,5	2,5
Altitude above sea level	3800m	3800m
Ambient temperature	-8 to 40C	-8 to 40C
Pollution	Heavy smog	Heavy smog
Humidity	30 - 82% ave. (10% probability)	30 - 82% ave. (10% probability)

#### **Conductor Properties**

	Stranding & wire diameter(mm)	Overall diameter (mm)	Al area (mm <sup>2</sup> )	Steel area (mm <sup>2</sup> )	Total area (mm <sup>2</sup> )	Weight Mass (kg/m)	N/m	UTS (kN)
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WOLF	30/7/2.59	18.13	158.06	36.88	194.94	0.7300	7.1613	69.20
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### **Technical specification of a 132kv/11kv switchgear**

#### **1.1 Compact switchgear general specification:**

Product architecture: Modular compact switchgear

Switching technology: Single device embedded, breaking, disconnection and earthing switch

Disconnecting technology: Vacuum and air at atmospheric pressure in sealed-for-life tank

Insulating technology: Solid and shielded, earth-screened epoxy and EPDM.

#### **1.2 The switchboard shall be designed for the maximum reliability in any external environment, with following particular features:**

- Any live MV part of the system shall be solid insulated in epoxy / EPDM materials, but shielded also. The entire external surfaces are to be screened and connected to earth, in order to avoid any electrical field in open air. The system shall be totally free from any external deposit (dust, condensation etc...) without servicing necessary like preventive maintenance, cleaning etc...
- The system shall not contain any pressurized gas for breaking, disconnection or insulation medium, and shall be totally SF6-free.
- The external dimensions have to be identical throughout the entire range of functions, with a maximum width of 375mm @ 630A. A minimum height of 1550mm and a maximum height of 1995mm. The depth of the panel shall be a minimum of 910mm standard with a maximum depth of 1135mm arc control design dependant.
- The operation of any of the switching functions shall be simple and intuitive, with 3 possible positions only: closed, open / disconnected and earthed. The earthing switch shall be placed on cable side. The earthing of cable is to be done by an independent fault making switch, placed on cable side.
- All the necessary safety interlocks between switching devices, earthing switch and cable box covers shall be integrated and positively driven.
- The accessories and LV auxiliaries (i.e. motor mechanism, coils, auxiliary switches etc.) shall be the same for the entire range of switching functions, load break switches or circuit breakers. They can be installed on site without any dedicated tool or specific training.

#### **1.3 In order to be accepted, the switchgear shall comply with the requirements stated in the latest editions of the following international standards:**

- **IEC 62271-1:** High-voltage switchgear and control gear – Part 1: Common specifications

- **IEC 62271-200:** High-voltage switchgear and control gear – Part 200: A.C. metal-enclosed switchgear and control gear for rated voltage above 1 kV and up to and including 52 kV
- **IEC 62271-103** (replaces IEC 60265-1): Switches for rated voltages above 1 kV and less than 52 kV
- **IEC 62271-100:** High-voltage switchgear and control gear – Part 100: High-voltage alternating current circuit breakers
- **IEC 62271-102:** High-voltage switchgear and control gear – Part 102: High-voltage alternating current disconnectors and earthing switches
- **IEC 61958:** High-voltage prefabricated switchgear and control gear assemblies – Voltage presence indicating systems
- **IEC 60529:** Degrees of protection provided by enclosures (IP Code)
- **IEC 60044-8:** Instrument transformers – Part 8: Low Power Current Transducers
- **IEC 60044-1:** Instrument transformers – Part 1: Current transformers
- **IEC 60044-2:** Instrument transformers – Part 2: Voltage transformers
- **IEC 60255:** Electrical relays.

- 1.4 Cable connections, the design shall be suitable to terminate 11/6.35kV core PILCSWA cable with a range from 50mm<sup>2</sup> to 150mm<sup>2</sup>

Rating; the switchgear is to comply with the following minimum ratings:

Busbar current:	800 A
Rated voltage:	12 kV
Rated power-frequency withstand voltage:	42 kV
Rated lightning impulse withstand voltage:	95 kV
Rated frequency:	50 / 60 Hz
Short time withstand current (main & earth)	25kA x 3s
Normal current rating for Circuit Breaker	630A
Normal current rating Switch	630 A
Internal Arc Withstand	25kA / 1s A-FLR

- 1.5 The Incomer and feeder protection, being for the 10 circuits shall be a fully integrated device combining the functions of a 630A disconnecting circuit breaker, with associated earthing switch. Operation of the circuit breaker should be via a remote pendant connected to the switch unit via a multi pin plug. The remote pendent must be extendable to outside the substation building.

- 3 positions (closed, open & disconnected, earthed)
- Circuit breaker operating mechanism : pushbutton opening and lever-operated closing, both independent of operator action
- Earthing switch mechanism : anti-reflex lever-operated type, independent of operator action
- Intuitive operation and clear mimic panel indications
- Built-in failsafe interlocks between circuit breaker and earthing switch.
- No load mechanical endurance of CB: M1 class (2000 operations)
- Electrical endurance of CB: E2 class
- Operating sequence: O – 15s – CO
- Maximum number of operations at I<sub>sc</sub>: 5
- No load mechanical endurance of earthing switch: M0 class (1000 operations)
- Making capacity endurance of earthing switch: E2 class (5 operations)

- 1.6 The switch unit, being for the bus coupler shall be a fully integrated device combining the functions of a load break switch, disconnecter and associated earthing switch.
- 3 positions (closed, open & disconnected, earthed) with direct earthing of cables
  - Main switch mechanism: anti-reflex lever-operated type (CIT), independent of operator action
  - Earthing switch mechanism: anti-reflex lever-operated type, independent of operator action
  - Intuitive operation and clear mimic panel indications
  - Built-in failsafe interlocks between main switch and earthing switch.
  - Standard built-in padlocking facility for main switch, earthing switch and interlock
  - No load mechanical endurance of main switch: M1 class (1000 operations)
  - Electrical endurance of main switch E3 class (100 operations)
  - Making capacity endurance of main switch : 5 operations
  - No load mechanical endurance of earthing switch: M0 class (1000 operations)
  - Making capacity endurance of earthing switch : E2 class (5 operations)
- 1.7 Provision needs to be made for two sets of either 1 x 3 phase VTs to be situated one on the LHS of the bus coupler and one on the RHS of the bus coupler to indicate busbar voltage. These VT's are to have the following rating:
- Ratio 11000/110 V  
Class 1  
Burden 100 VA
- 1.8 Any switching unit, load-break switch or circuit breaker, must be able to receive as option a dedicated device for cable testing, allowing the cable test bench to be connected from the front of the cell without opening the cable compartment. This cable test device must be fully interlocked with the earthing switch.
- Any switching unit, load-break switch or circuit breaker, shall be able to receive as option a dedicated device preventing the earthing switch from being closed on earth if cables are still energized. This device should be locked-out in case of auxiliary power loss, with overriding by key.
- 1.9 All functional units shall be supplied with a motor mechanism where possible. The motor mechanism shall be equipped with a "spring charged" limit switch that stops spring charging when the springs are fully charged. This contact shall be used to indicate the "spring charged" status.
- Power supply: 110VDC  
Threshold 085 to 1.1Un  
Consumption 180W  
Motor Overcurrent 2 to 3In for 0.1s  
Charging time: 6s max  
Operating time 3 cycles
- 1.10 Current transformers / current sensing, each feeder is to be equipped with the following current transformers and current sensing devices.
- For feeders, Protection; ratio: 200 – 300 – 400 /1 suitable rated for matching with a self-powered protection relay.
  - Metering; Ratio 200 – 300 – 400/1  
Class; 0.2  
Burden 10 VA

For the Incomers the following current transformers / current sensing devices are required,

- Protection; ratio: 400 - 600/1 suitably rated for matching with self-powered protection relays.
- Future Cable differential; Ratio 400 - 600/1  
Class PX  
 $I_m < 0.05\text{mA}$   $R = 3.5\ \Omega$

## **B. RIPPLE CONTROL EQUIPMENT**

### **1. BACKGROUND**

Newcastle Municipality operates load management equipment to reduce the demand for power on its distribution network by disconnecting deferrable loads (mainly water heater loads) whenever necessary. This enables the organisation, to a degree, to reduce the price paid and charged, for the power that it further distributes to its customers. The systems are also used to control loads to the technical limits of the transmission and distribution networks if necessary.

### **2. SCOPE OF SUPPLY FOR RIPPLE CONTROL TRANSMITTERS**

This contract shall include the design, construction, supply, works testing, delivery to site, site testing, commissioning and setting to work and maintaining of the Load Control Equipment described herein.

The Contractor shall do and supply all that is necessary to hand over the equipment as specified, after testing on site in complete working order. This specification describes all major components but the Contractor shall supply in addition all such minor items as wiring, fuses, lamps, covers, packing, and etcetera as required to complete the installation.

#### *General*

Transmitter shall be provided for generating the three-phase audio frequency signal, which is injected into, the ...kV-bus bar via the coupling circuit. The transmitter will be located indoors.

#### **Construction and design**

The transmitter shall be totally enclosed in a robust metal cabinet. Access to the inside of the cubicle shall be from the front. The cubicle shall pass through a standard 2,1m x 0,85m single door. Power electronic modules should be arranged so as to be easy-to-replace

#### **Operational and functional requirements**

The Main requirements of the transmitter shall be as follows: -

- Input supply: 400V / 230V –50Hz
- Output power: according to dimensioning (i.e. 40, 80, or 120 kVA ...)
- Output frequency: internally generated with a stability of 0.01% Possibility of external pilot frequency for synchronism and phase shift.
- Output voltage: 450V, adjustable from keypad on front panel
- Output current and voltage measurements

- 
- Output signal phase adjustable from 0 to 360°C
  - Duty cycle: programmable from keypad on front panel (max 20%)
  - Efficiency 95%
  - Operating temperature: -10°C +55°C
  - Inverter modules shall be of transistor type
  - Functioning with load variation from 0% to 100%
  - Short circuit device closing at the end of each transmission
  - **Protection against: -**
    - Overload
    - Overvoltage
    - Short circuit
    - Over-temperature
  - **Integrated manual control from keypad on front panel: -**
    - Test purpose allowing transmission of pulses
    - Manual transmission of any telegram
  - **Auto diagnostics: -**
    - Transmission in progress
    - Internal faults of the generator (power failure, over voltage, duty cycle too high, general alarm, etc.) shown by LCD panel on front
    - Alarm memory for last 10 alarms with time and date stamp
    - Last 100 transmissions with stored measurements
    - Front panel LCD with transmission information
  - Integration in a compact cabinet for indoor installation. The enclosure shall have all the necessary openings for ventilation and interconnection

### **C. REMOTE SUPERVISION**

Transmitter shall be equipped with the remote supervision capability. It allows the access from a remote PC terminal through the Public Switched Telephone network to the transmitter and must allow the following functions: -

- Remote-control
- Remote reading of the reviews
- Remote-actions
- Remote-measurements
- Remote-diagnosis
- Remote loading of the software evolution

At least the last 100 transmissions stored in memory.

The operator shall be able to monitor various test points on the transmitter (DC & AC supplies, information relevant to the transmission as well as coupling cell supervision)

**The software review information given by the operation of the transmitter shall include the following: -**

- The transmissions
- The defaults
- The resets
- The remote actions

**For each transmission, the following data shall be stored: -**

- Time and date
- Any alarm with time and date stamp

- 
- The 3 output currents and voltages
  - The 3 return currents
  - The output frequency

This feature shall allow an accurate analysis of the different events from the Central Control Station before going on site, if there is a problem. This data must also be available on the display of the transmitter.

The operator shall be able to modify the value of the output voltage of the generator from 0 to 450V.

The operator shall also be able to run the transmitter off-load or alternatively with the output voltage at 0V (to check the return currents). This shall allow the operator to test the good internal operation of the equipment.

#### **D. REMOTE MEASUREMENTS**

The information to be measured locally shall be: -

- 3 output voltages
- 3 output currents
- 3 return currents
- Power (kVA)
- Output DC voltage of the rectifier module

#### **E. REMOTE DIAGNOSIS**

In case of a fault in the transmitter, the software shall give a clear indication of the procedure to follow to solve the problem: -

- Clear indication of the faulty PCB(s) or of the faulty sub-modules
- Recommended actions (if the situation is complex, the software shall help the user with a default research tree).

#### **F. OPERATIONAL AND FUNCTIONAL REQUIREMENTS**

If integrated manual control from a keypad on the front panel is not possible then the Contractor shall supply a freely programmable emergency controller or Laptop computer, which can be plugged into the transmitter.

All software and connecting cables must be supplied.

#### **G. ALARMS AND PILOT LIGHTS**

The three-phase supply voltage shall be monitored and under –and over-voltage shall be indicated.

The output currents in each phase shall be monitored.

The power electronics section shall be protected against over temperature, which shall be indicated by an over-temperature alarm.

The following indications shall be provided and clearly visible from the outside of the transmitter by means of pilot lamps or an alphanumeric display: -

- Power On
- Transmitter ready (Alert)
- Transmission in Progress (keying)
- Coupling cell status (open or closed)
- Urgent Alarm

## INFORMATION TO BE SUPPLIED BY TENDERERS

### 1. GUARANTEE TRANSMITTER

- 1.1 Type and Manufacturer's name --
- 1.2 Dimensions (width x depth x height) Weight (installed) --
- 1.3 Power electronics are arranged in plug-in easy to replace modules
- 1.4 Ambient temperature -10 C...55 C
- 1.5 Transmitter self-resetting after Alarm / power failure

### 2. INPUT

- 2.1 Supply voltage 3 x 400/230V
- 2.2 Power consumption at rated output during transmission +15%...-15%
- 2.3 Rating of supply transformer (kVA) --
- 2.4 Standby power consumption --

### 3. OUTPUT

- 3.1 3 Phase AF-voltage --
- 3.2 Rated output power --
- 3.3 Duty cycle at rated output power --
- 3.4 Efficiency at rated output power >95%
- 3.5 Synchronization of external pilot signal possible

### 4. PROGRAMMING AND DIAGNOSTICS

- 4.1 Manual control from operating panel
- 4.2 Programming software Option

## **H. RIPPLE RECEIVERS**

### **1. GENERAL**

The Receivers to be supplied shall be designed for installation at the consumer's premises, at the street lighting centres or in the street light poles and for response to signals from the injection equipment to directly open and close the supply to the consumer's apparatus, or to the street lighting control contactors, the latter being fitted with 230 volt operating coils. In addition, receivers will be used for switching between tariffs in multi register meters, being introduced for Time OF Use tariffs.

The majority of receivers connected to geyser control will be mounted adjacent to the DB or the sub DB to avoid the necessity of issuing a certificate of compliance when the receivers are mounted inside the DB.

The Receivers shall be of the front connected type for board or panel mounting and must be capable of being set to respond to a definite ON and a definite OFF command. The load contact must be bi-stable. Some of the Receivers will be installed outdoors, generally on verandas, or protected otherwise against exposure to direct sunshine and rain.

Depending on circumstances, a single load switch type receiver or a receiver with up to three load switches may be used.

The ambient temperature in locations where the Receivers will be installed will be as high as... C in summer and as low as...C in winter. The summer average would be... C and the winter average... C.

Full provision must be made in the design of the Receivers to facilitate testing, installation and repair.

The Receivers shall be capable of operating on supply voltages as specified in the schedule.

### **2. CASE**

The Receiver shall be completely enclosed in a substantially dust-tight, moisture and insect-proof case of moulded synthetic material or other approved insulating material, with a transparent cover or a transparent window in the cover through which the position of all the load switches and the chosen command numbers are visible. The transparent cover or window shall not become milky when exposed to ultraviolet light, i.e. the material shall be resistant to UV light. The case shall be inflammable according to UL standard 94VI, i.e. when subjected to the flame test, dripping of burning material must not occur.

The load switch position must be clearly marked for any consumer to read. The chosen command number must be printed on or adjacent to the relevant output load switch in a way that a consumer could easily read.



The Receiver will be mounted by three screws, the holes for which will be located; one on top of the Receiver and one at each side of the terminal base, the latter screws being concealed by the terminal cover. Alternatively the receiver could be mounted by means of a DIN rail.

Any exposed metal parts of the Receiver, such as cover screws or nameplates shall be protected against deterioration from exposure to moisture.

The terminal of the Receiver shall be suitable for conductor sizes of 1 mm<sup>2</sup> to 2 x 4 mm<sup>2</sup>. The terminal screw must be captive and shall not directly screw into the strands of the connecting wires.

The terminals shall be constructed from a solid piece of metal, suitably drilled and tapped for the terminal screw. Sheet metal terminals constructed by folding over the two sides and then drilling and tapping through the top shall not be acceptable.

A separate cover of moulded synthetic material shall be provided for the protection of the terminals. All cover screws shall be of the captive type.

The terminal cover shall be of sufficient length to effectively cover all external conductors of the Receiver.

### **3. INSULATION**

Insulation of the Receiver shall comply with the following requirements:-

- 1) The insulation resistance between all current carrying parts coupled together and any exposed metal parts which are accessible with the cover on or off, other than current carrying parts and any parts electrically connected thereto, shall not be less than 5 mega ohms when tested at 500V DC.
- 2) The insulation resistance between the load carrying circuit and the supply voltage circuit measured across the load contacts in the open position shall be at least 5 mega ohms when tested at 500V DC.
- 3) The insulating material between any and every electrical circuit and also between all the electrical circuits taken together, any metal parts of the units which are accessible with cover on or off other than the current carrying parts and any parts electrically connected thereto, shall be capable of withstanding the prescribed voltage test of 4000V AC for a period of 1 (one) minute.
- 4) The insulation between the load contacts in the open position shall be capable of withstanding a high voltage test of 4000V AC 50 Hz for 1 (one) minute.
- 5) The Receiver shall withstand a full impulse test of 10 kV peak value to the input terminals.

### **4. ADDITIONAL RECEIVER FUNCTIONS**

Additional Receiver functions for maximum demand control

The Receiver load switch must be capable of responding to any individual ON-OFF pair as well as a master command, which would operate several load groups simultaneously. Tenderers must state how many commands can be controlled by one master command and how long it would take to transmit a master command.

Each load switch must be capable of being switched ON or OFF with a freely programmable time delay. Each load switch must be switched to the OFF position upon loss of power. Every load switch must be switched ON following a power failure with a freely programmable time delay but with a minimum duration of 15 minutes.

### **Additional general receiver functions**

The last received commands must be saved in the receiver for analysis. These stored commands must be saved with time and bit pattern or command number.

It shall be possible to connect a device such as a Notebook computer to any receiver for logging with time and bit pattern of all received commands.

Each load switch must revert to its original position within 1 minute in the event that the contact was manually moved (e.g., if a consumer has broken the cover seal and switches his Receiver ON when he sees that it is OFF, then the Receiver must automatically revert to the OFF position within 1 minute), (Load switch tampering protection).

**The following monitoring functions shall be provided by the Receiver and displayed by a built-in indicator: -**

- Code number
- Code for additional load switch function

### **Signal Failure**

- For geyser control, all receivers to switch on after a freely programmable time.
- The default setting should be 8 hours.
- Under no circumstances, must the receivers used for tariff control or streetlight control, change state in the event of signal failure.

### **Mains Failure**

- Each load switch must be switched to the OFF position upon loss of power using internal energy storage.
- Every load switch must be switched ON following a power failure with a freely programmable time delay but with a minimum duration of 15 minutes.
- Under no circumstances, must the receivers used for tariff control or streetlight control, change state in the event of mains failure

### **Load Switches**

- The load contact must be bi-stable.
- The Receiver shall have provision for up to three Load Switches.
- The Receiver shall be delivered with one Load Switch installed.
- All load switches must be able to withstand a fault current of 400 A for 5 seconds. Proof of fault capacity must be submitted with the tender document.

## **I. UNDER FREQUENCY LOAD SHEDDING**

In terms of the latest Reserve Market contracts available with Eskom, there are two categories of response time into which the load shedding will fall. Eskom offers two categories of contract; one falls into the sub-10 minute response time and the other falls into the sub 10 second response time. Receivers which have an under frequency load shedding feature in the detection range of 20ms to 2000 ms would be highly valued by the Demand Response team.

**Receivers, which contain under-frequency detection, are required with the following minimum functionality:**

- Detection time selectable from 20ms to 2000ms.
- Selectable frequency for triggering.
- Programmable random switch on delay (similar to times used when power-up feature is activated)
- The random switch on time must be re-triggered in the event of a second low frequency event.
- Ability to deactivate or activate the under frequency feature by means of a designated ripple command.
- Ability to simulate an under-frequency situation by transmitting a designated ripple command.
- Under no circumstances, must the receivers used for tariff control or streetlight control, change state in the event of under frequency detection.

### **9.1 RECEIVER STATUS**

Receivers shall store the last ten commands received and makes these available for analysis via the programming devices or hand held programming devices.

Receives shall indicate the following by visual means, which shall be clearly visible through the front cover window:

- Receiver operational and ready to receive commands.
- Receiver decoding commands
- No commands received for the programmable period
- Fault condition

### **9.2 TAMPER PROTECTION**

Each switch shall have the option of incorporating Load Switch confirmation switching (that is, switch confirms set position at regular intervals to discourage tampering)

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Each load switch must revert to its original position within 1 minute in the event the contact was manually moved.

### **9.3 ADDITIONAL GENERAL RECEIVER FUNCTIONS**

The last received commands must be saved in the receiver for analysis. These stored commands must be saved with time and bit pattern or command number.

It shall be possible to connect a device such as a notebook to any receiver for logging with time and bit pattern of all received commands.

## **J. PROGRAMMING AND TEST EQUIPMENT**

Whilst the receivers will have to be factory programmed and labelled as specified by the engineer, reprogramming by the departments staff may be necessary.

Programming of receivers shall be software based. No PROMS or other plug-in devices shall be accepted. The programming software shall be Windows based. The filter frequency and minimum operating level must be freely programmable in the range of 250 to 1300 Hz. Receivers, which are factory programmed, and which cannot subsequently be freely re-programmed to new frequency and a new track shall not be acceptable.

Reprogramming and diagnostics of the receiver shall be possible without removing any covers or seals via an optical port.

A hand held programming device for reprogramming on site must also be offered. The price for such programming equipment shall be stated in the price schedule.

## **K. QUALITY CONTROL**

Only Receivers having high quality components will be considered. Full details about the precautions taken in the selection and storing of components and sub-assemblies and the manufacturing of Receivers to ensure performance and long life of the product must be provided. Only receivers offered by manufacturers with ISO 9001 certification will be considered.

The rating of the output load switch shall be 40A (pf=1) at 250v. The short circuit rating shall be 10 x nominal current for 5 seconds. The contact material shall be silver tin oxide, or silver cadmium oxide.

## **L. MARKINGS**

The following markings on the receiver must be clearly visible from the outside:

**On the receiver:**

- Manufactures name
- Type
- Mains voltage and frequency
- Audio frequency
- Guaranteed voltage for operation
- Serial number
- Date of manufacture
- Logo or Utility markings

**On each load switch (if receiver is factory programmed)**

- 
- Code or command number.
  - Code or command number for additional load switch function.
  - Current rating of contact and rated voltage of each contact.

#### **M. COMPATIBILITY WITH EXISTING SYSTEM**

The receivers that will be supplied under this tender must be compatible with the existing Decabit Encoded signal directly injected into reticulation system. The receiver must be programmed to receive a Decabit signal with a minimum operating voltage programmable in the range of 0.3% to 3.0% of the nominal mains voltage. All parametrisation data will be provided by the Engineer.

### **INFORMATION TO BE SUPPLIED BY TENDERERS**

#### **1. GUARANTEE GENERAL:**

- 1.1 Type and Manufacturer's name
- 1.2 Supply Voltage 230V + 10% - 15%
- 1.3 Supply frequency 50Hz (-2%..+2%)
- 1.4 Ambient temperature -20 C...+70 C
- 1.5 Test Voltage 50 Hz, 1 min1,2/50s 4 kV10 kV
- 1.6 Control Frequency --
- 1.7 Does the Receiver comply with IEC1037 (1990 – 10) --
- 1.8 Is the Receiver manufactured in accordance with ISO 9001
- 1.9 Does the Receiver respond to a definite ON and a definite OFF signal
- 1.10 Which codes i.e. coding tracks besides the offered code can the Receiver be programmed to respond to

#### **2. LOAD SWITCH**

- 2.1 Manufacturer's name and type designation --
- 2.2 Continuous current rating of load switch contact at 250V AC, pf = 140A
- 2.3 Short circuit rating of output for 5 sec. 400A
- 2.4 Material of load contacts Silver Tin Oxide
- 2.5 Mechanical construction of load switch Bi-stable
- 2.6 Additional Load switch function Give in covering letter
- 2.7 Maximum number of load switches per receiver 1 to 3

- 
- 2.8 Is the position of all load switches visible from the outside?

### **3. TARIFF CONTROL FUNCTIONS**

- 3.1 Is a Learning function available as described above?
- 3.2 Is the Receiver fitted with a time clock as described above?
- 3.3 Does the load switch change state after a mains failure
- 3.4 Is the load switch tamper protected?

### **4. UNDER FREQUENCY FUNCTIONS**

- 4.1 Support under frequency Load Shedding?

### **5. PROGRAMMING OF RECEIVER**

- 5.1 Optical port for programming
- 5.2 Does reprogramming require removing of any seals or covers?
- 5.3 Type and manufacturer of hand- held programming unit --

### **6. TESTING OF THE RECEIVER**

- 6.1 Is on-site test possible?

### **7. COMPONENTS AND MATERIAL**

- 7.1 Is the Receiver case inflammable according to UL standard 94V1?
- 7.2 Is the window or transparent cover UV resistant?

## **N. TRANSMITTERS**

This contract shall include the design, construction, supply, works testing, delivery to site, site testing, commissioning and setting to work and maintaining of the Load Control Equipment described herein. The Contractor shall do and supply all that is necessary to hand over the equipment as specified, after testing on site in complete working order. This specification describes all major components but the Contractor shall supply in addition all such minor items as wiring, fuses, lamps, covers, packing, and etcetera as required to complete the installation.

## **O. EQUIPMENT REQUIREMENTS**

### **General**

Transmitter shall be provided for generating the three-phase audio frequency signal, which is injected into, the ...kV-bus bar via the coupling circuit. The transmitter will be located indoors.

### Construction and design

The transmitter shall be totally enclosed in a robust metal cabinet. Access to the inside of the cubicle shall be from the front. The cubicle shall pass through a standard 2,1m x 0,85m single door. Power electronic modules should be arranged so as to be easy-to-replace

### Operational and functional requirements

**The Main requirements of the transmitter shall be as follows: -**

- Input supply: 400V / 230V –50Hz
- Output power: according to dimensioning (i.e. 40, 80, or 120 kVA ...)
- Output frequency: internally generated with a stability of 0.01% Possibility of external pilot frequency for synchronism and phase shift.
- Output voltage: 450V, adjustable from keypad on front panel
- Output current and voltage measurements
- Output signal phase adjustable from 0 to 360°C
- Duty cycle: programmable from keypad on front panel (max 20%)
- Efficiency 95%
- Operating temperature: -10°C +55°C
- Inverter modules shall be of transistor type
- Functioning with load variation from 0% to 100%
- Short circuit device closing at the end of each transmission
- Protection against: -
  - Overload
  - Overvoltage
  - Short circuit
  - Over-temperature
- Integrated manual control from keypad on front panel: -
  - Test purpose allowing transmission of pulses
  - Manual transmission of any telegram
- **Auto diagnostics: -**
  - Transmission in progress
  - Internal faults of the generator (power failure, over voltage, duty cycle too high, general alarm, etc.) shown by LCD panel on front
  - Alarm memory for last 10 alarms with time and date stamp
  - Last 100 transmissions with stored measurements
  - Front panel LCD with transmission information
- Integration in a compact cabinet for indoor installation. The enclosure shall have all the necessary openings for ventilation and interconnection

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**P. REMOTE SUPERVISION**

Transmitter shall be equipped with the remote supervision capability. It allows the access from a remote PC terminal through the Public Switched Telephone network to the transmitter and must allow the following functions: -

- Remote-control
- Remote reading of the reviews
- Remote-actions
- Remote-measurements
- Remote-diagnosis
- Remote loading of the software evolution

**At least the last 100 transmissions stored in memory.**

The operator shall be able to monitor various test points on the transmitter (DC & AC supplies, information relevant to the transmission as well as coupling cell supervision)

**The software review information given by the operation of the transmitter shall include the following: -**

- The transmissions
- The defaults
- The resets
- The remote actions

**For each transmission, the following data shall be stored: -**

- Time and date
- Any alarm with time and date stamp
- The 3 output currents and voltages
- The 3 return currents
- The output frequency

This feature shall allow an accurate analysis of the different events from the Central Control Station before going on site, if there is a problem. This data must also be available on the display of the transmitter.

The operator shall be able to modify the value of the output voltage of the generator from 0 to 450V.

The operator shall also be able to run the transmitter off-load or alternatively with the output voltage at 0V (to check the return currents). This shall allow the operator to test the good internal operation of the equipment.



### **16.1 REMOTE MEASUREMENTS**

**The information to be measured locally shall be: -**

- 3 output voltages
- 3 output currents
- 3 return currents
- Power (kVA)
- Output DC voltage of the rectifier module

### **16.2 REMOTE DIAGNOSIS**

In case of a fault in the transmitter, the software shall give a clear indication of the procedure to follow to solve the problem: -

- Clear indication of the faulty PCB(s) or of the faulty sub-modules
- Recommended actions (if the situation is complex, the software shall help the user with a default research tree).

### **16.3 OPERATIONAL AND FUNCTIONAL REQUIREMENTS**

If integrated manual control from a keypad on the front panel is not possible then the Contractor shall supply a freely programmable emergency controller or Laptop computer, which can be plugged into the transmitter.

All software and connecting cables must be supplied.

### **Q. ALARMS AND PILOT LIGHTS**

The three-phase supply voltage shall be monitored and under –and over-voltage shall be indicated.

The output currents in each phase shall be monitored.

The power electronics section shall be protected against over temperature, which shall be indicated by an over-temperature alarm.

**The following indications shall be provided and clearly visible from the outside of the transmitter by means of pilot lamps or an alphanumeric display: -**

- Power On
- Transmitter ready (Alert)
- Transmission in Progress (keying)
- Coupling cell status (open or closed)
- Urgent Alarm

### **INFORMATION TO BE SUPPLIED BY TENDERERS**

#### **1. GUARANTEE TRANSMITTER**

- 
- 1.1 Type and Manufacturer's name --
  - 1.2 Dimensions (width x depth x height)Weight (installed) --
  - 1.3 Power electronics are arranged in plug-in easy to replace modules
  - 1.4 Ambient temperature-10 C...55 C
  - 1.5 Transmitter self-resetting after Alarm / power failure

## 2. INPUT

- 2.1 Supply voltage 3 x 400/230V
- 2.2 Power consumption at rated output during transmission +15%...-15%
- 2.3 Rating of supply transformer (kVA) --
- 2.4 Standby power consumption --

## 3. OUTPUT

- 3.1 3 Phase AF-voltage --
- 3.2 Rated output power --
- 3.3 Duty cycle at rated output power --
- 3.4 Efficiency at rated output power >95%
- 3.5 Synchronization of external pilot signal possible

## 4. PROGRAMMING AND DIAGNOSTICS

- 4.1 Manual control from operating panel
- 4.2 Programming software Option

## R. CENTRAL / LOCAL CONTROL EQUIPMENT

### 18.1 GENERAL

The Central Controller consists of a process controller and a PC, which monitors all the transmitters installed. The Central Controller is capable of controlling the various transmitters simultaneously and/or independently. The system is capable of running automatically and unattended.

### 18.2 HARDWARE REQUIREMENTS

The PC used for the Central Controller shall be as follows: -

**Latest windows based system capable of operating the latest Windows MPC programs**

### 18.3 OPERATIONAL REQUIREMENTS

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The Main Characteristics of the Central Controller shall be as follows: -

- Minimum of 200 objects with 16 load groups.
- Communication with the transmitters at each substation.
- Possibility of adding a remote PC or notebook, communicating through the Telkom network for remote supervision of all the central controller functions
- Output for alarms
- Outputs for Eskom reset pulse, repetition request, photocell etc.
- Password access with 4 authorisation levels
- The operation and the programming shall be done via keyboard or mouse.
- The operating language shall be English.
- 4 modes of telegram triggering:
  - (1) Time or date dependent
  - (2) Demand dependent (dynamic load control)
  - (3) External inputs (minimum 4)
  - (4) Manual Control

**Every transmission, which is triggered in any of the 4 ways, must be logged on the printer and the hard drive and show: -**

- Time and Date
- Command number or load group and status

**Programming must be possible taking account of: -**

- External events (minimum of 4 inputs)
- Subject to the status of another function (conditional logic)
- Seasonal
- Weekly
- Monthly
- Public holidays (minimum of 20 days)

In the event of a power failure this program shall be maintained by battery reserves for at least 24 hours.

**The following tests shall be permanently performed: -**

- Status of the Transmitters

- 
- Status of the communication links with the substations
  - Check back after each transmission (pulse length, structure of the transmitted telegram and signal level).
  - Status of the Central Controller

**In the case of signals being injected at more than one Substation, it must check each signal independently and in the event of an alarm it must print out and store on hard drive: -**

- The nature of the alarm
- The substation name
- Time and date

In case of an alarm the number of repetitions must be programmable.

The maximum time to send one transmission must be less than 7 seconds. The maximum time to shed all controllable loads must also be less than 7 seconds. The code must be secure and have a Hamming distance of not less than 2. Tenderers must give details of their standard code with particular reference to: -

- Security and error detection (Hamming distance)
- Pulse length
- Code length
- Master commands

#### **18.4 DYNAMIC LOAD MANAGEMENT**

The dynamic load management program shall supervise the demand of the network according to real-time measurements of the demand. The systems shall adjust the total demand by switching ON&OFF groups of loads (e.g. geysers) in order to maintain the demand under a maximum demand target.

The process controller shall calculate the load change required to reach the target it is aiming for and then choose which load groups are to be shed or restored to achieve this goal as accurately as possible.

**The controller shall also be capable of accepting at least six (6) pre-programmable target values for later use under the Megaflex tariff as follows: -**

- |               |   |                          |
|---------------|---|--------------------------|
| • Low Demand  | : | Peak, Standard, Off Peak |
| • High Demand | : | Peak, Standard, Off Peak |

**The controllable loads shall be arranged into different and independent groups (up to 16) so as to make the demand management as smooth as possible.**

The demand management shall be flexible in such a way that the following parameters shall be freely programmable by the operator: -

- Scaling of the metering input

- 
- Integration period, which can be synchronized by an external input
  - Number of transmissions permissible in each integration period
  - Below the maximum demand target, a no-action zone shall be programmable
  - Enable/disable whether the target must automatically be raised if the target has been exceeded

In real time, the demand load curve shall be displayed with the actual demand target on the central PC or from an optional remote supervisory PC connected via a modem, and the load monitoring functions shall include at least the following: -

- Date
- Time
- Integrated demand at end of each integration period
- Instantaneous load
- Graph of instantaneous demand during integration period
- Predicted target deviation on current integration period
- Present target
- Time remaining in the integration period
- Load correction or ideal load, to achieve target
- Load group status at present

The date, time and integrated demand for each integration period shall be printed and stored on the hard drive of the central PC for later off-line analysis using standard software such as Excel, Lotus 123 or dBase. The format of the data must have date, time, MD in kW or kVA presented in spreadsheet format. These spreadsheets will be used as check metering on accounts.

All non-load control events (e.g. status change of external inputs, streetlight switching, manual switching, change to passwords etc.) must be organised as stored files on the PC hard disk clearly segregated from the demand metering spreadsheets defined above.

Other information such as peak of the day, peak of the month and annual peak shall also be recorded in the spreadsheet. The Hard Drive must be capable of storing at least 12 months data before the data is overwritten.

## 18.5 ADAPTIVE BEHAVIOUR

Preference will be given to Load Controllers, which measure and store the size of each load group at each switching. The Load Controller shall take account of the loss of diversity, before switching any load group back on.

Once the Load Controller calculates that load must be restored, it must first restore the load groups with the highest priority and the highest energy deficiency. At all times the target setting has highest priority. At no time must the Load Controller exceed the target by reconnecting load because some arbitrary 'Maximum OFF time' has been exceeded.

If adaptive behaviour is not a standard tenderers should substantiate in their covering letter how dynamic load management is achieved.

At least 3 examples of South African municipal load curves controlled with the offered software must be included in the tender.

## Inputs

The reset pulse will be made available and this must be used to synchronize the Load Controller/ Monitor. In the event that this pulse is late or not received at all, the Load Controller should wait for approximately one minute and then generate its own emergency reset pulse. An alarm shall be initiated.

The output of a kW/kVA transducer must be fed into the load controller in the event of a loss of this input to the load controller; it should immediately give an alarm.

### Alarms

The following alarm outputs are required and may be indicated on the screen as well as presented in the form of a voltage free contact of a general alarm relay.

- o No synchronization pulse received (as described above)
- o No metering input (as described above)
- o Pre-warning that target may be exceeded

Warning that target has now been exceeded.

Check back alarm, in the event that the actions requested by the Controller have not been executed.

## INFORMATION TO BE SUPPLIED BY TENDERER

### 1. GUARANTEE

- 1.1 Type number of Controller and computer used. --
- 1.2 Is there a definite ON and a definite OFF command.
- 1.3 Telegram length of signal --
- 1.4 Give the maximum time required to drop all controllable load in the event of an emergency.
- 1.5 How many commands can be initiated by an external input? --
- 1.6 Does the Load Controller measure the load change at each switching?
- 1.7 Are these measurements used for fore-casting?
- 1.8 Does the control algorithm take into account the loss of diversity of the geysers once a load group has been switched off?
- 1.9 Is there a pre-warning that the target may be exceeded?
- 1.10 Is the existing Software suitable for Standard and Megaflex tariff?

## S. COUPLING EQUIPMENT

### 19.1 THE COUPLING CIRCUIT

The parallel coupling circuit shall be designed to transmit the coded ripple frequency onto the council's ...kV bus bar. It shall consist of the following components:

- No-load isolator links to disconnect and earth the coupling circuit during maintenance
- Coupling capacitors for isolation of the 50Hz bus bar voltage from the rest of the coupling circuit. Where applicable the capacitors shall comply with IEC 871.
- Tuning coils with a suitable inductance to be tuned with the coupling capacitors to provide a low impedance path to the ripple frequency.
- Isolation transformer for coupling the transmitter output to the coupling circuit. The isolation Transformer must be equipped with taps for selecting the required signal voltage on the bus bar. Where applicable, the transformer shall comply with IEC 76.
- Ammeters on each phase for indicating the steady state reactive current in the coupling cell as well as the signal current during transmissions.

In order to have a signal level which is almost unaffected by changes in the network impedance it is necessary that the coupling circuit must have a high quality factor (Q factor). A high Q factor also improves the absorption of noise and spill over signals from neighbouring networks and therefore increases the immunity of the receivers from stray signals in the network. Tenderers are requested to state the quality factor of the offered coupling circuit.

## **INFORMATION TO BE SUPPLIED BY TENDERER**

### **GUARANTEE**

#### **1. Coupling Capacitors.**

- a. Name and type of capacitor.
- b. The Reactive Power Rating (kvar)
- c. Capacity in  $\mu\text{F}$  per Capacitor.
- d. Maximum Audio frequency current (A)
- e. Number of Capacitors per bank.
- f. Voltage rating per Capacitor bank.

Same specification as equipment installed in Newcastle

#### **2. Tuning Coils.**

- a. Name and type of Tuning Coil.
- b. The range of inductance (mH)
- c. Double or single coil.
- d. Iron core (Yes or No)
- e. Type coils.

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**3. Isolation Transformer.**

- a. Name and type of transformer.
- b. Capacity in kVA.
- c. Maximum Audio frequency current (A)
- d. Operating voltages. (3 phase).

**4. Amp Meters.**

- a. Current (A) range of ammeters.

**5. No Load isolator.**

- a. Name and type of No Load isolator.
- b. Voltage rating (kV three phase).

The standards adhered to in this report or designs are:

- The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as emended,
- The Application of the National Building Regulations SANS 10400-1990,
- Occupational Health and Safety Act 85 of 1993,
- The Electricity Act 1984 (Act 41 of 1984) as amended
- The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- The latest issue of SANS 10142:" SANSA 0148, SANS 0198, SANS 10114, SANS 10389, SANS 10098 and other SANS standards
- The local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority amended.
- The Fire Brigade services Act 1993 Act 99 of 1987 as amended,
- The Post Office Act 1958 (Act 44 of 1958) as amended,
- SANS 10098 Code of Practice for Public Thoroughfares in respect of minimum standards for Class A and Class B roadways
- Newcastle Municipality By-laws and regulations



**NEWCASTLE MUNICIPALITY****C3.2: SITE INFORMATION****SITE INFORMATION****GENERAL**

This section describes the site at the time of Tender to enable the Tenderer to price his Tender and to decide upon his method of working and programming and risks.

**CONTENTS**

Clause	Description	Page no.
SI 1	SITE LOCATION Newcastle Maintenance in and around Newcastle local Municipality area.	

**SI 3 EXISTING SERVICES, SERVITUDES AND WAYLEAVES**

Existing underground services are not known at this stage.

Should the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant authority.

**SI 4 SECURITY**

The contractor shall be responsible for the security of his personnel; materials and construction plant on and around the site of the Works and for the security of his camp, and the Client in this regard will consider no claims.

**SI 5 GEOTECHNICAL REPORT AND BOREHOLE CORES**

There are no supporting documents for the above

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**SI 7    HYDROLOGICAL REPORT AND FLOODLINES**

There are no supporting documents for the above