



co-operative governance
& traditional affairs
MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

THE CONTRACT
NEC3 SUPPLY CONTRACT

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CONSTRUCTION IMPLEMENTS AND MATERIALS RELATING TO ROADS, STORMWATER WORKS, WASTE WATER WORKS, RESIDENTIAL & OFFICE BUILDINGS, ELECTRICITY SUPPLY AND FENCING FOR A PERIOD OF 36 MONTHS

THE CONTRACT

TENDER No. CGT/085/21/MP

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CONSTRUCTION IMPLEMENTS AND MATERIALS RELATING TO ROADS, STORMWATER WORKS, WASTE WATER WORKS, RESIDENTIAL & OFFICE BUILDINGS, ELECTRICITY SUPPLY AND FENCING FOR A PERIOD OF 36 MONTHS



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Notes:

The Tender Document must be submitted. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following

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THE CONTRACT


- C1 : AGREEMENT AND CONTRACT DATA**
- C2 : PRICING DATA**
- C3 : PURCHASERS GOOD INFORMATION**
- C4 : SITE INFORMATION**



PART 1: AGREEMENT AND CONTRACT DATA

The applicable contract NEC3 Supply Contract (SC) April 2013 revision

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance	5
C1.2	Contract Data	13
C1.2.1	Conditions of Contract	1
C1.2.2	Contract Specific Data	2
C1.3	Forms of Securities	4
	Total number of pages	25

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C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of: **TENDER No CGT/085/21/MP: APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CONSTRUCTION IMPLEMENTS AND MATERIALS RELATING TO ROADS, STORMWATER WORKS, WASTE WATER WORKS, RESIDENTIAL & OFFICE BUILDINGS, ELECTRICITY SUPPLY AND FENCING FOR A PERIOD OF 36 MONTHS**

The tenderer, identified in the offer signature block, 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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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, 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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity



For the tenderer

Name of Tenderer

Address of Tenderer

Name of witness

Signature of witness Date

C1.1.2 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 service provider 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, which 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 the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules 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 authorized representatives of both parties.

The Tenderer shall deliver the security in terms of Option X13 and X14 of the NEC3 SC Supply contract within the period stated in the contract Data or within the period stipulated in the conditional Letter of Acceptance, whichever date is the earliest, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect, if not supplied earlier in accordance with the conditional Letter of Acceptance. 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, unless stated differently in the contract conditions, 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 notified the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract within parties.

Signature

Name

Capacity

for the

Employer

COGTA

Samora Machel, Riverside Park,
Mbombela, 1200 Mpumalanga
Province

Name of witness

Signature of witness Date

Schedule of Deviations

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 Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here. **(Any cover letter must be referenced here if applicable, or it will not be valid as part of this submission).**

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.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated in to the final draft of the Contract.

1 Subject

Details

.....

.....



2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

5 Subject

Details

.....

.....

By the duly authorized 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 the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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.

For the Tenderer:

Signature(s)

Name(s)

Capacity



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Name of Tenderer

Address of Tenderer

.....

Name of witness

Signature of witness Date

For the Employer:

Signature(s)

Name(s)


Capacity

Name of Employer: **Mpumalanga Department: Co-operative Governance and Traditional Affairs**

Address of Employer Samora Machel, Riverside Park, Mbombela, 1200


Name of witness

Signature of witness Date

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C1.2 CONTRACT DATA

Document reference	Title	No of pages
C1.2	Contract Data	1
C1.2.1	Conditions of Contract	13
C1.2.2	Contract Specific Data	2
C1.3	Forms of Security	4
	Total number of pages	20

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C1.2.1 CONDITIONS OF CONTRACT


SPECIAL CONDITIONS OF CONTRACT – Z-CLAUSES

1. GENERAL

The Special Conditions of Contract (Z-clauses) form an integral part of the Contract. The Z-clauses shall amplify, modify, or supersede the NEC3 SC Core and Secondary Option Clauses to the extent specified below, and shall take precedence and shall govern.

The clauses of the Z-Clauses hereafter are numbered “Z” followed in each case by a number and an appropriate heading.

The Data Forms included in the NEC3 SC are replaced with the Data Forms included in this Contract Project Document

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C1.2 CONTRACT DATA

Part one - Data provided by the *Purchaser*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

1 General

- *The conditions of contract are the core clauses and the clauses for Options of the NEC3 Supply Contract April 2013.*

- *The goods are*
CONSTRUCTION MATERIALS
AND SERVICES

- *The services are*
APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CONSTRUCTION IMPLEMENTS AND MATERIALS RELATING TO ROADS, STORMWATER WORKS, WASTE WATER WORKS, RESIDENTIAL & OFFICE BUILDINGS, ELECTRICITY SUPPLY AND FENCING FOR A PERIOD OF 36 MONTHS

The Purchaser is
Name

Mpumalanga Department: Co-operative Governance and Traditional Affairs

Address: Samora Machel
Riverside Park
Mbombela
1200

The Supply Manager is

Name: Mr. S. Ngubane

- *The Adjudicator is*


Will be mutually agreed on by both Parties once a dispute arises. The parties submit a maximum of three nominations to agree on the Adjudicator.

If the Parties do not agree on the Adjudicator, the Adjudicator will be appointed by the Association of Arbitrators of Southern Africa

- *The Goods Information is in*

Part 3: Scope of Work including all documentation drawings that it refers including applicable standards

- *The Supply Requirements as part of the Goods Information is in*

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Annexure A to the Contract data

- *The language of this contract is*

English

- *The law of the contract is the law of*

Republic of South Africa

- *The period for reply is*

One (1) week (s).

- *The Adjudicator nominating body is*

Arbitrators of Southern Africa

- *The tribunal is*

Arbitration

The person or organisation who will choose an arbitrator is the

Chairman of the Association of Arbitrators of Southern Africa

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator is.

- *The following matters will be included in the Risk Register*

- (1) Late delivery affecting Purchaser's deliver obligation
- (2) Defective equipment or goods
- (3) Noncompliance with Health and Safety Regulations including instructions implementing COVID-19 directives

3 Time

- *The starting date is*

One (1) week from date of appointment

- *The Supplier submits revised programmes at intervals no longer than*

Two (2) weeks.

4 Testing and Defects

- *The defects date is **Fifty-Two (52) weeks** after Delivery.*


- *The defect correction period is **One (1) week(s)** except that:*

- *The defect correction period is **One (1) weeks***
- *The defect correction period for major defect is **Two (2) weeks.***

- *The defect access period is **Two (2) days***

5 Payment

- The currency of this contract is the

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South African Rand (ZAR)

8 Risks, liabilities, indemnities and insurance

- *The assessment interval is **Three (3) weeks** (not more than five).*
- *The interest rate is **0 %** for any late payments.*
- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) caused by activity in connection with this contract for any one event is
 - Whatever the Supplier deems necessary in addition to what is required by law for anyone event with cross liability so that the insurance applies to the parties separately.
 -
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with this contract for any one event is
 - **As prescribed by the compensation for Occupational injuries and diseases Act No 130 of 1993 and the Supplier’s common law liability for people falling outside the scope of the Act with the limit of indemnity of not less than R500 000 (Five Hundred Thousand Rand).**
- The Supplier’s liability to the Purchaser for indirect or consequential loss including loss of profit, revenue and goodwill is limited to
 - **The Total of the Prices**
- For any one event, the Supplier’s liability to the Purchaser for loss of or damage to the Purchaser’s property is limited to
 - **The Purchaser’s existing and surrounding property in the care custody and control of the Supplier the amount of the deductible required by insurer from the Purchaser.**
- The Supplier’s liability for Defects due to his design which are not notified before the last defects date is limited to
 - **The Total of the Prices**
- The Supplier’s total liability to the Purchaser for all matters arising under or in connection with this contract, other than the excluded matters, is limited to
 - **The Total of the Prices**
- The end of liability date is five (5) years after Delivery of the whole of the goods and services.



Data for Option Clauses

X2 Change in the law

A change in the law is a compensation event occurs after the Contract Date

X7 Delay damages (but if no Option X5 also used)

3% of the total order prices per day up to the maximum of 15% of the order

X14 Advance Payment/Deposit

The advance payment or deposit is made after either Contract Date and receipt of an advance payment bond or after Contract date, receipt of purchase order and when Supplier receives the advance payment bond. The advance payment is **fifty per centum (50%)** of the total order refundable when Supplier delays performance.

Applicable Z clauses

Z1 Cession and Delegation of Rights

Z1.1 Neither party hereto may cede and delegate any of its rights and obligations (including liabilities) under this Agreement to any person without the written consent of the other.

Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the Supplier cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities or to its client on whose behalf it acts as an Implementing Agent.

Z2 Joint ventures

Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organizations then these persons or organizations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.

Z2.2 Unless already notified to the *Purchaser*, the persons or organizations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.



Z2.3 The *Supplier* does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

Z3 **Change of Broad Based Black Economic Empowerment (B-BBEE) status**

Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.

Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.

Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Suppliers'* obligation to Provide the Works.

Z4 **Ethics**

Z4.1 The *Purchaser* is committed to the highest standard of ethical behaviour and expects the same from all *Suppliers*.

Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier's* obligation to Provide the Works or taking any other action as appropriate against the *Supplier* (including civil or criminal action).

Z4.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Works if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organizations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organizations and including in circumstances where the *Supplier* or any such member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.



Z5 Confidentiality

- Z5.1 The Supplier does not disclose or make any information arising from or in connection with this contract available to others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Supplier, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to others in terms of clause 25.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z5.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. If such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Supplier* ensures that all his Sub-Suppliers abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 The Supplier shall ensure that it complies with all relevant health and safety measures set out in the Goods Information in regard to the novel COVID-19 virus, which is not exclusive of any other health and safety regulations, laws, by-laws and ordinances published by the Government of South Africa in the Government Gazette, applicable to the Supplier and/or the Goods provided by the Supplier.



The Occupational Health and Safety Act No. 85 of 1993, Construction Regulations 2014, Section 27(2) of the Disaster Management Act, 2002 Regulations and COVID-19 Consolidated Directions on Occupational Health and Safety in certain workplaces, will in all respects be applicable to this contract.

Z7.2


The Supplier undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the Supplier:

accepts that the Purchaser appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 as the Principal Contractor (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations 2014") for the Site.

- warrants that the total of the Prices as at the Contract Date includes enough for proper compliance with the Occupational Health and Safety Act (85 of 1993), Construction Regulations 2014, Section 27(2) of the Disaster Management Act 2002, COVID-19 Consolidated Directions on Occupational Health and Safety in certain workplace, all applicable health & safety bylaws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of works; and
- undertakes, in and about the execution of the works, to comply with the Occupational Health and Safety Act (85 of 1993), Construction Regulations 2014, Section 27(2) of the Disaster Management Act 2002, COVID-19 Consolidated Directions on Occupational Health and Safety in certain workplaces, and with all applicable health & safety bylaws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensure that his Sub Suppliers, employees and others under the Supplier's direction and control, likewise observe and comply with the foregoing.

Z7.3

The Supplier, in and about the execution of the works, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Sub Suppliers, employees and others under the Supplier's direction and control, likewise observe and comply with the foregoing.

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Z7.4 Supplier's liability as mandatory

Notwithstanding any actions which the Purchaser may take, the Supplier accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements, and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, Section 27(2) of the Disaster Management Act, 2002 Regulations and COVID-19 Consolidated Direction on Occupational Health and Safety in certain workplaces for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.

Z7.6 Supplier to notify Purchaser of any Incident

The Purchaser retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations, Section 27(2) of the Disaster Management Act, 2002 Regulations and COVID-19 Consolidated Direction on Occupational Health and Safety in certain workplaces, following any incident involving the Supplier and/or Sub-Supplier and/or their employees. The Supplier shall notify the Purchaser in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.

Z7.7 In carrying out his obligation mandatory to the Purchaser for this contract in terms of Section 37(2) of the Occupational Health & Safety Act No. 85 of 1993, the Supplier ensures that he complies with the Act when Providing the Works or using Plant, Materials or Equipment. The Supplier indemnifies the Purchaser against loss and damage to property, death of, or injury to, a person and claims, proceedings, compensation and costs arising from the Supplier's transgression of the Act, except to the extent that the Purchaser caused the transgression.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 Within one week of receiving a payment certificate from the Project Manager in terms of core clause 51.1, the Supplier provides the Purchaser with a tax invoice in accordance with the Employer's procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the Supplier does not provide a tax invoice in the form and by the time required by this contract, the time by when the Purchaser is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the



Purchaser in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.3 The Supplier (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the Employer's VAT number on each invoice he submits for payment.

Z8.4 Tax Invoice The Supplier ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4)(C), is adhered to. The Purchaser requires adherence by the Supplier to this requirement as from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement

Z9 Notifying compensation events


Z9.1 Delete from the last sentence in core clause 61.3, "unless the Project Manager should have notified the event to the Supplier but did not".

Z10 Employer's limitation of liability


Z10.1 The Purchaser's liability to the Supplier for the Supplier's indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 The Supplier's entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the Employer's liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

 <p>co-operative governance & traditional affairs MPUMALANGA PROVINCE REPUBLIC OF SOUTH AFRICA</p>	<p>THE CONTRACT NEC3 SUPPLY CONTRACT</p>	<p>APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CONSTRUCTION IMPLEMENTS AND MATERIALS RELATING TO ROADS, STORMWATER WORKS, WASTE WATER WORKS, RESIDENTIAL & OFFICE BUILDINGS, ELECTRICITY SUPPLY AND FENCING FOR A PERIOD OF 36 MONTHS</p>
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- Z11.1 or had a judicial management or business rescue order granted against it (R8).
- Z12 Addition to secondary Option X7 (or Options X5 and X7 used together) Delay damages (if applicable in this contract)
- Z12.1 If the amount due for the Supplier's payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the Purchaser may terminate the Supplier's obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.
- Z13 Assessing the amount of work which the Contract Data states the Supplier will do himself
- Z13.1 The prices for the work done by the Supplier himself are the lump sums and the product of the quantity multiplied by the unit rates agreed to and included in the pricing schedule associated with this contract.
- Z13.2 The cost of people includes amounts for meeting the requirements of law and if applicable for pension provisions.
- Z13.3 The amount for Equipment includes amounts paid for hired Equipment and an amount for the use of Equipment owned by the Supplier which is the amount the Supplier would have paid if the Equipment had been hired.
- Z13.4 The assessment includes risk allowances for costs and time matters which are at the Supplier's risk under this contract. The assessment is not revised if the forecast upon which it is based is shown by later recorded information to have been wrong.
- Z13.5 The effects of compensation events upon the prices for work done by the Supplier himself are assessed by forecasting the effect of a compensation event upon the cost arrived at in terms of Z13.1 to Z13.3 above or if the event has already occurred, the assessment is based on the cost due to the event which the Supplier has incurred.
- Z13.6 The provisions of Z14.4 above apply also to compensation events involving changes to the prices for work done by the Supplier himself.

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Z14 Time

Z14.1 Amend this clause by inserting the following as clause 37.1

Recovery Plan

37.1 Where actual progress on Site is not in accordance with the most current programme or where the *Purchaser* or *Service Manager* is of the opinion, at any time during the execution of the *works*, that the *Supplier* will not achieve Completion on the date stated in the most current programme, the *Supplier* shall prepare a recovery plan within 14 days of receipt of an instruction from the *Purchaser* or *Project Manager* requesting such recovery plan detailing:

- the Supplier’s plan to ensure that the works will achieve Completion on the date stated in the most current programme;
- all additional resources which will be employed by the Supplier in order to ensure that the Supplier achieves Completion on the date stated in the most current programme;

any other information which may be required by the *Purchaser* or *Service Manager* to ascertain that the Supplier will achieve Completion on the date stated in the most current programme.

Z15 Payment

Z15.1 Amend clause 50

Clause 50 amended by addition of the following clause

Materials and goods stored off site are not included in the amount authorised for payment

Z15.2 Payment 51 – amend the clause by adding the following clauses at the end of the clause:

51.4 The interest on any late payments is 0.00%.

51.5 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Employer’s* procedures stated in the final approved rates, showing the amount due for payment equal to that stated in the payment certificate.



51.6 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice.

51.7 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number on each invoice he submits for payment.

Z16 The Project Manager and Supervisor's authority

Z16.1 The Purchaser is an organ of state and must follow certain governance protocols as provided for in legislation, government instruction or its mandate. To ensure compliance with the governance protocols the authority of the Project Manager and Supervisor is limited and in the following they must obtain prior approval from the Employer:

- change of scope of work having a cost and/or time impact;
- acceptance of Sub Suppliers or subcontracting contract conditions;
- giving any instruction having a cost and/or time impact; or
- Acceptance of a compensation event having a cost and/or time impact.
- Any cumulative effect or compensation above 20% require National Treasury approval and will not be executed without written approval from National Treasury.
- Increases above the contract from 0-19.99% will require written approval by the Head of Department of CoGTA
- Any compensation above the initial accepted forecast without written approval will be at the risk and account of the management Supplier.

Z16.2 The Project Manager or Supervisor may extent any period for reply or any other response required within a prescribed time limit in this contract, by written notice of not less than three (3) days, by up to twenty-eight (28) days to obtain the necessary authority regarding the matter under consideration.

Z16.3 The Purchaser may, having stated his reason, instruct the Supplier to remove an employee. The Supplier then arranges that, after one day, the employee has no further connection with the work included in this contract.

Z17 Access to Manufacturing Plant and Records

Z17.1 The Supplier allows the Project Manager or Purchaser access at any time within working hours the manufacturing facility, plant or place, to inspect the accounts and records, which it is, required to keep. This includes the verification of forecast and inspection of other records. The Supplier shall obtain the same rights and obligations from Sub-Suppliers to the benefit of the Employer.



Z18 Environmental

Z18.1 The Supplier ensures that all goods, services and works supplied in terms of this contract conform to all applicable environmental legislation and to the Purchaser's environmental specifications.

Z19 Price adjustment for inflation

Z19.1 Amend option X1

The base date for indices is the actual one (01) month before tender closes.

The proportions used to calculate the Price Adjustment Factor are:

The indices are those prepared by **SEIFSA (after the contract date)**

Z 20 Spare and replacement parts

Z20.1 The Supplier makes available for purchase the spares and replacement parts stated in the Goods Information and needed by the Purchaser to maintain the goods during its designed working life. Unless otherwise agreed between the Parties, the purchase price of the spares and replacement parts is the Supplier's costs applicable at the time of purchase to which the percentages for overheads and profit stated in the Contract Data are applied.



C1.2.2 CONTRACT SPECIFIC DATA

Part two - Data provided by the Supplier

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

<p>Statements given in all contracts</p>	<ul style="list-style-type: none"> The Supplier is <p>Name</p> <p>Address</p> <p>.....</p> <p>.....</p>
	<ul style="list-style-type: none"> The following matters will be included in the Risk Register <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
	<ul style="list-style-type: none"> The <i>percentage for overheads and profit</i> added to the Defined Cost is %. The <i>price schedule</i> is in The tendered total of the Prices is (in words)
<p>Optional statements</p>	<p>If the Supplier is to provide Goods Information for his design</p> <ul style="list-style-type: none"> The Goods Information for the Supplier's design is in <p>.....</p> <p>.....</p> <p>If the Supplier restricts access by the Supply Manager and Others to work being done for this contract</p>



- The restrictions to access for the Supply Manager and Others to work being done for this contract are

.....
.....

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

If the Supplier is to state, the delivery date of the goods and services.

- The delivery date of the goods and services is

goods and services

delivery date

.....



C 1.3 FORMS OF SECURITIES

(to be completed upon award)

To: Mpumalanga Department: Co-operative Governance and Traditional Affairs

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

1. In this Guarantee

1.1 The following words and expressions have the following meanings:

1.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [□] **Financial Services Board Registration number**

1.1.2 “Guarantor’s Address” - means [●]; *[Drafting Note: Guarantor’s physical address to be inserted]*

1.1.3 “Contract” - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*

1.1.4 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*

1.1.5 “Employer” - means Mpumalanga Department: Co-operative Governance and Traditional Affairs,

1.1.6 “Expiry Date” - means the [●] day of [●] *[Drafting Note: This date should align with the date of final completion]*.

1.1.7 “this Guarantee” - means this document;

1.1.8 “Guaranteed Sum” – means, subject to clause 4, the sum of [● - figure] ([● - words]) *[Drafting Note: Maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) to be inserted]* which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.



- 1.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.
2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
3. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address or by email to the following emailinsert..] and shall:
- 3.1 state the amount claimed (“the Demand Amount”);
- 3.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer's written certificate certifying the amount of such reduction and the Contractor's entitlement thereto under the Contract.
5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
- 5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:
- 5.1.1 is and shall be absolute and unconditional in all circumstances; and
- 5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
- 5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
- 5.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.



6. The Guarantor's obligations in terms of this Guarantee:

6.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

6.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.

7. This Guarantee:

7.1 shall expire on the Expiry Date until which time it is irrevocable;

7.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;

7.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

7.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, **obtaining** any court order; and

7.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.



8. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at _____ Date _____

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: _____ Guarantor Signatory 2: _____

Name: _____

Name: _____

Capacity of Guarantor

Capacity of Guarantor

Signatory 1: _____

Signatory 1: _____

Witness: _____

Witness: _____

(Printed Name of Witness)

(Printed Name of Witness)


Guarantor's seal or stamp _____



PART 2: PRICING DATA

NEC3 Supply Contract (SC) April 2013 revision

Document reference	Title	No of pages
C2.1	Pricing Instructions	1
C2.2	Pricing Schedule	2
	Total number of pages	3

 <p>co-operative governance & traditional affairs MPUMALANGA PROVINCE REPUBLIC OF SOUTH AFRICA</p>	<p>THE CONTRACT NEC3 SUPPLY CONTRACT</p>	<p>APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CONSTRUCTION IMPLEMENTS AND MATERIALS RELATING TO ROADS, STORMWATER WORKS, WASTE WATER WORKS, RESIDENTIAL & OFFICE BUILDINGS, ELECTRICITY SUPPLY AND FENCING FOR A PERIOD OF 36 MONTHS</p>
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C2.1 PRICING INSTRUCTIONS

1. The Pricing Schedule is provided as a guide to Tenderers to price this Supply Contract (NEC3 SC Supply Contract) to determine the first Forecast of the Total Defined Cost- plus Fee per item. The Tenderers must determine or ensure that the Pricing Schedule is complete and provide for all items to be priced for this contract.

The Pricing Schedules have been drawn up as follows:

- a. Civil engineering material shall be SABS approved.
 - b. Electrical materials shall be SABS approved.
 - c. All Healthy and Safety and Covid 19 provisions must be factored into the price.
2. The agreement is based on the NEC3 SC Supply Contract. The additions, deletions and alterations to the NEC3 SC Supply Contract as well as the contract specific variables are as stated in the Contract Data and Z-Clauses. It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards.
 3. Reference to any trademark, name, patent, design, type, specific origin, or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted after approval by the client or their representative.



C2.2 PRICING SCHEDULE

Use this page as a cover page to the *Supplier's Pricing Schedule as used in support of arriving at the first Forecast of the Total of the Defined Cost, which must be submitted as supporting documentation with any other pricing documents the Tenderers used to arrive at the first Forecast of the Total Defined Cost-plus Fee. The Pricing Schedule will also be used going forward to inform future forecasts and shall be used to price subcontracts.*

- 1) Tenderers are to ensure that adequate provision for the health and safety measures have been made and provided as required by the Department of Labour.
- 2) The PDF/ original format *Pricing Schedule* must be populated by hand in black ink and will be the document used for evaluation purposes and if tenderer is successful this Pricing Schedule will be balanced in conjunction with the Project Manager and then applied for forecasting and subcontracting where applicable.
- 3) Tenderers are also required to electronically populate the Excel format and add to the required Flash Drive with your submission. This shall be used to support verification of pricing errors.
- 4) All items on the Pricing Schedule, where detailed specifications apply, are listed under Technical requirements, and are cross-referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- 5) **Bidders must indicate the District Municipality that they are bidding. Bidders are permitted to bid for one or more District Municipality.**
- 6) **All fields must be completed for each District municipality for the tender to be considered. If any fields are not priced, the tenderer will be disqualified for that District tendered.**
- 7) Tenderers must furnish unit prices for the listed products only.
- 8) **All costs including administration, health and safety, COVID 19 compliance, transportation and offloading shall be included in the tender rate. Transportation costs shall then cover location anywhere within the identified District.**
- 9) The tenderer shall be deemed to have insured themselves and the goods delivered.



co-operative governance
& traditional affairs
MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

THE CONTRACT
NEC3 SUPPLY CONTRACT

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CONSTRUCTION IMPLEMENTS AND MATERIALS RELATING TO ROADS, STORMWATER WORKS, WASTE WATER WORKS, RESIDENTIAL & OFFICE BUILDINGS, ELECTRICITY SUPPLY AND FENCING FOR A PERIOD OF 36 MONTHS

I, _____ of _____,

(Authorised Signatory)

(Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.1 to C2.2 and warrant that the documents submitted are true and accurate.

(Signature)

(Date)

C3.1 PROJECT SPECIFICATIONS

1. DESCRIPTION OF THE WORKS

1.1. Introduction

The successful bidder / bidders will be expected to supply and deliver construction implements and materials in Ehlanzeni DM, Gert Sibande DM and Nkangala DM in Mpumalanga Province for a contract period of 36 months.

1.2. Employer's objectives

The Employer's objective is to procure construction materials and deliver to the sites that shall be indicated on the signed works order. The sites shall be in the Gert Sibande DM, Ehlanzeni DM and Nkangala DM in Mpumalanga Province.

1.3. Overview of the works

The supply and delivery of construction implements and materials relating to roads, storm water, Waste Water Treatment Works, Water Treatment Works, water and sewer reticulation, electricity infrastructure, agricultural infrastructure, fencing, residential, schools, health and government facilities in the Mpumalanga Province.

1.4. Extent of the works

The scope of work required for the Service Provider is as detailed below (Refer to the BOQ for detailed specifications):

High Level Activities to be undertaken by the Service Provider

- Supply and Deliver Construction implements and material as per the purchase order.
- Compilation & Submission of Delivery Plans.
- Oversee the delivery and offloading of material on site.
- Conduct Delivery Risk Assessment.
- Quality Control and Management
- Coordination & Reporting.
- Based on the above and any required activity, take liability for the delivery of materials
- Close programme




1.5. Deliveries

- 1.5.1. The deliveries shall be done at the sites specified in the signed purchase order. The sites shall be in the municipalities in Ehlanzeni DM, Gert Sibande DM and Nkangala DM as per the table below:

Ehlanzeni District	Gert Sibande District	Nkangala District
Bushbuckridge	Chief Albert Luthuli	Dr. JS Moroka
City of Mbombela	Dipaleseng	Emakhazeni
Nkomazi	Govan Mbeki	Emalahleni
Thaba Chweu	Lekwa	Steve Tshwete
	Mkondo	Thembisile Hani
	Msukaligwa	Victor Khanye
	Dr. Pixley Ka Isaka Seme	

- 1.5.2. The Delivery must take place within 5 working days of placing an official order except for long lead special material as determined by the employer.
- 1.5.3. The Delivery location shall be indicated on the official purchase order.
- 1.5.4. Delivery of products must include the off-loading thereof at the supplier's own risk and cost to the designated delivery locations as indicated in the purchase order.
- 1.5.5. Bidders must supply and ensure their own labour and/or plant and equipment for the offloading of the products at the designated sites.
- 1.5.6. The Employer shall place purchase orders as and when required during the contract period.
- 1.5.7. An official purchase order must be issued before any delivery may be made to the site.
- 1.5.8. Upon delivery of material, the supplier must ensure that the delivery note is signed by the employer's representative on site. The supplier must attach the delivery note to the invoice for processing of payment.
- 1.5.9. The Employer reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).
- 1.5.10. Letter of good standing from the Workmen's Compensation Commissioner in terms of COIDA or latest assessment and proof of payment or in case of new registration, proof of registration must be provided.

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1.6. Location of the works

1.6.1. The sites shall be in the municipalities listed above. Each purchase order shall clearly identify the site.

1.7. Quality and quantities:

1.7.1. Quality Standards:

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be considered for procurement.
- ii. In the event the employer elects to accept an alternative item purported to be equal/similar by the Tenderer, the employer may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.

1.7.2. Quality Tests: The employer may from time to time test the quality of the products and non-compliance may result in the termination of the contract.

1.7.3. No estimated quantity projection is provided. The products shall be ordered throughout the contract period as and when required.

1.8. Information:

1.8.1. Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted.

1.8.2. The tender must be valid for 90 (ninety) days after closing date.

1.8.3. The contract period will be from date of commencement until 36 months thereafter

1.8.4. Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

1.9. Technical Requirements

Bidders should familiarize themselves with the all the relevant standard specifications and regulatory requirements for all materials and services to be supplied. The list below are indicative of the standards required for the materials and services.



1.9.1. Section A: Civil

The material to be procured shall comply with the Standardized and Particular Specifications applicable to this contract are listed below.

- SANS 1200
- SANS 2001BE1
- SANS 2001BS1
- SANS 2001CC2
- SANS 2001CG1
- SANS 2001CM1
- SANS 2001CS1
- SANS 2001CT2
- SANS 2001DP1
- SANS 2001DP2
- SANS 2001DP3
- SANS 2001DP4
- SANS 2001DP5
- SANS 2001DP6
- SANS 2001EM1
- DWS standards
- NHBRC standards
- Public Works Norms and standards

1.9.2. Section B: Electricity

The material to be procured shall comply with the Standardized and Particular Specifications applicable to this contract are listed below.

The Standardized Specifications are:

- SANS 1200A: General
- SANS 1200DA: Earthworks (Small works)
- SANS 1200DB: Earthworks (Pipe trenches)
- SANS 1200LB: Bedding (pipes)



- SANS 1200LC: Cable ducts
- SANS 182: Conductors for overhead electrical Transmission line (All parts)
- SANS 470: Concrete poles for telephone, power and lighting purposes
- SANS 556: Low-voltage switchgear
- SANS 592: Wood preservatives containing high temperature creosote and coal tar
- SANS 593: Wood preservatives containing low and medium temperature creosote and coal tar
- SANS 754: Eucalyptus poles, cross-arms and spacers for power distribution and communications systems
- SANS 780: Distribution Transformers
- SANS 935: Hot-dip (galvanized) zinc coatings on steel wire
- SANS 1019: Standard voltages, currents and insulation levels for electricity supply
- SANS 1091: National colour standard
- SANS 1186: Symbolic safety signs (All Parts)
- SANS 1418: Aerial bundled conductor systems (All Parts)
- SANS 1507: Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) (All Parts)
- SANS 1524-1: Electricity payment systems – Prepayment meters
- SANS 1619: Small power distribution unit
- SANS 1713: Electric cables –Medium voltage aerial bundled conductors for voltages from 3.8/6.6kV to 19/33kV
- SANS 10005: The preservative treatment of timber
- SANS 10114-1 Interior lighting Part 1: Artificial lighting of interiors
- SANS 10142-1: The wiring of premises – Low voltage installations
- SANS 10198: The selection, handling and installation of electric power cables of rating not exceeding 33kV (All Parts)
- SANS 10199: The design and installation of earth electrodes
- SANS 10200: Neutral earthing in medium voltage industrial power systems



- SANS 10280: Overhead power lines for conditions prevailing in South Africa
- SANS 10292: Earthing of low voltage distribution systems
- SANS 10313: The protection of structures against lightning
- SANS 10389-1 Exterior lighting Part 1: Artificial lighting of exterior areas for work and safety
- SANS 60076: Power transformers (All Parts)
- SANS 60269: Low voltage fuses (All Parts)
- SANS 60273: Characteristics of indoor and outdoor post insulators for systems with nominal voltages greater than 1000V.
- SANS 60282: High voltage fuses (All Parts)
- SANS 60305: Insulators for overhead lines with nominal voltage above 1000V –ceramic or glass insulator unit for a.c. systems –characteristics of insulator units of the cap and pin type.
- SANS 60383-1: Insulators for overhead lines with nominal voltage above 1000V. Part 1: Ceramic or glass insulator units for a.c. systems –definitions, test methods and acceptance criteria.
- SANS 60383-2: Insulators for overhead lines with nominal voltage above 1000V. Part 2: Insulator strings and insulator sets for a.c. systems –definitions, test methods and acceptance criteria
- SANS 60439: Low voltage switch gear and control gear assemblies (All Parts)
- SANS 60529: Degrees of protection provided by enclosures (IP code)
- SANS 60614: Conduits for electrical installations (All Parts)
- SANS 60670: Boxes and enclosures for electrical accessories (All Parts)
- SANS 60815: Guide for the selection of insulators in respect of polluted conditions
- SANS 60947: Low voltage switchgear and control gear (All Parts)
- SANS 61089: Round wire concentric lay overhead electrical stranded conductors
- SANS 61284: Overhead lines – Requirements and tests for fittings



- SANS 61643: Low voltage surge protective devices (All Parts)
- SANS 61952: Insulators for overhead lines - Composite line post insulators for AC systems with a nominal voltage greater than 1 000 V -Part 1:Definitions, end fittings and designations
- SANS 62053: Electricity metering equipment (ac) (All Parts)
- SANS 62055: Electricity metering – Payment systems (All Parts)
- SANS 62262: Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)
- SANS 62271: High voltage switchgear and control gear (All Parts)

The Rationalized User Specifications are:

- NRS 009: Electricity sales systems (All Parts)
- NRS 018: Fittings and connectors for LV overhead power lines using aerial bundled conductors
- NRS 020: Cable ties for use with ABC
- NRS 022: Stays and associated equipment
- NRS 032: Service distribution boxes – pole-mounted
- NRS 033: Electricity Distribution – Guidelines for medium voltage lines up to 22kV, using wooden poles and bare conductors
- NRS 034: Electricity Distribution – Guidelines for the provision of electrical distribution networks in residential areas (All Parts)
- NRS 040: High-voltage operating regulations
- NRS 053: Accessories for medium voltage power cables (3.8/6.6 kV to 19/33 kV)
- NRS 054: Power Transformers
- NRS 060: Code of Practice for clearances
- NRS 066: Medium voltage insulators
- NRS 096-1: Sealing of electricity meters

The Particular Specifications are the specifications contained under the following parts of the ESKOM Distribution Standard:

- Part 0 General



- Part 1 Planning
- Part 2 Earthing
- Part 3 Low Voltage
- Part 4 Medium Voltage
- Part 8 Services
- Part 9 Buyers Guide
- Part 11 Work Execution
- Part 14 Low Voltage Maintenance
- Part 22 Cables
- Part 25 Prepayment Metering


1.10. **Applicable national and international standards**

- Standardized Specifications for Civil Engineering Construction
SANS 1200
- The National Building
Regulations SABS0400
- Construction and Management Requirements for Works Contracts
SANS1921-1
- Targeted Construction Procurement
SANS1914-4

1.11. **Occupational Health and Safety**

The service provider needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014;
 - Section 27(2) of the Disaster Management Act, 2002 regulations as amended;
 - Consolidated Directions on Occupational Health and Safety in certain workplaces
- After appointment, the service provider to prepare and seek approval from the employer for the following documents:
- Occupational Health and Safety Baseline specification
 - COVID-19 Specification;
 - Safety, Health, Environment and Quality Policy.

 <p>co-operative governance & traditional affairs MPUMALANGA PROVINCE REPUBLIC OF SOUTH AFRICA</p>	<p>THE CONTRACT NEC3 SUPPLY CONTRACT</p>	<p>APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CONSTRUCTION IMPLEMENTS AND MATERIALS RELATING TO ROADS, STORMWATER WORKS, WASTE WATER WORKS, RESIDENTIAL & OFFICE BUILDINGS, ELECTRICITY SUPPLY AND FENCING FOR A PERIOD OF 36 MONTHS</p>
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2. PROCUREMENT

2.1. Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

90/10

3. CERTIFICATION BY RECOGNIZED BODIES

None

4. PLANT AND MATERIALS PROVIDED BY THE EMPLOYER

None

5. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Storage space shall be identified by the employer.

6. PLANT AND EQUIPMENT

Not Applicable

7. MANAGEMENT


7.1. SANS 1921 standards

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

 <p>co-operative governance & traditional affairs MPUMALANGA PROVINCE REPUBLIC OF SOUTH AFRICA</p>	<p>THE CONTRACT NEC3 SUPPLY CONTRACT</p>	<p>APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CONSTRUCTION IMPLEMENTS AND MATERIALS RELATING TO ROADS, STORMWATER WORKS, WASTE WATER WORKS, RESIDENTIAL & OFFICE BUILDINGS, ELECTRICITY SUPPLY AND FENCING FOR A PERIOD OF 36 MONTHS</p>
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SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works

Clause Specification data

Essential data

- 4.3.3 The notice period for delivery is 05 Days
- 4.9.3 The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.
- 4.17.1 The requirements for the termination, diversion or maintenance of existing services are:
 - 1) none
- 4.17.3 Services which are known to exist on the site are:
 - 1) Water network.
 - 2) Electricity reticulation, sub-surface and overhead
 - 3) Sewer Network
 - 4) Roads


Additional clauses

- *Duration of the project is 36 months*

SANS 1921-6, Construction, and management requirements for works contracts – Part 6: HIV/AIDS awareness.

- 4.2.1(a) A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.

A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011- 265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.
- 4.2.1(a) The HIV/AIDS awareness programme is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

 <p>co-operative governance & traditional affairs MPUMALANGA PROVINCE REPUBLIC OF SOUTH AFRICA</p>	<p>THE CONTRACT NEC3 SUPPLY CONTRACT</p>	<p>APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CONSTRUCTION IMPLEMENTS AND MATERIALS RELATING TO ROADS, STORMWATER WORKS, WASTE WATER WORKS, RESIDENTIAL & OFFICE BUILDINGS, ELECTRICITY SUPPLY AND FENCING FOR A PERIOD OF 36 MONTHS</p>
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Additional clauses

The duration of each workshop is not to be less than 2 ½ hours.

4.2. Management meetings

A Schedule of meetings will be agreed with the service provider.

4.3. Daily records

The Service Provider is instructed to keep a set of signed off daily diaries with specific detail relating to Contract Participating Goals (CPG).

4.4. Payment certificates

Payment Certificates will be done as per Service Level Agreement. Payments will not be processed unless all the required supporting information are attached to the claim for payment.



C3.2 PARTICULAR SPECIFICATIONS

1. MINIATURE SUBSTATION SPECIFICATION

1.1. SCOPE


- 1.1.1. This specification covers the Departments minimum requirements for the selection, manufacture, testing and supply of outdoor type miniature substations. It is applicable to medium-voltage substations for systems with AC rated nominal voltages 12 kV. This specification covers Type B miniature substations requirements not exceeding 630 kVA.
- 1.1.2. The tests prescribed in this specification will evaluate the performance capabilities of medium-voltage miniature substations.
- 1.1.3. The provisions of NRS 004 miniature substation requirements must be adhered to have been adopted, in order to ensure that quality miniature substations are purchased.

1.2. NORMATIVE REFERENCES

- 1.2.1. The following documents contain provisions that, through reference in the text, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.
 - **NRS 004 (Int): 2000:** Mini-subst for rated A.C. Voltages up to and Including 11kV.
 - **CP-TSSPEC-006: 2002:** Specification for 11 kV metal-enclosed ring Main units for type B miniature substations.
 - **NRS 068: 2002:** Cable earth fault indicators.
 - **SABS 555: 1985:** Mineral insulating oil for transformers and switchgear (uninhibited).
 - **NRS 053 : 2000:** Accessories for Medium Voltage power cables (3,8/6,6kV to 19/33kV)
 - **SABS 1339: 2000:** Electric cable – Crossed-link polyethylene (XLPE) - insulated cable for voltages from 3, 8/6,6kV to 19/33kV.
 - **SABS 780 : 1998:** Distribution transformers
 - **BS EN 50180 : 1999:** Bushings above 1 kV up to 36 kV and from 250A to 3,15kA for liquid filled transformers

1.3. GENERAL

- 1.3.1. The transformer shall be approved in writing by the Engineer.
- 1.3.2. No refurbished miniature - substations / 2nd hand will be accepted.

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- 1.3.3. Miniature substation shall be installed, tested and commissioned to Council's standards, complete with base as described later.
- 1.3.4. Only 315kVA TYPE B or 630kVA TYPE B miniature substation shall be used.
- 1.3.5. The Mini Sub shall be complete with but not limited to the following, an 11kV Ring Main Unit with SF6 OR Vacuum breaker with self-power protection relay, a low loss wound distribution transformer, LV bus-bars, switchgear, small wiring, street light panel, contactors, Current Transformers etc.
- 1.3.6. It shall be suitable for use at an altitude of 1000m above mean sea level in an area of high summer rainfall, and high humidity with severe lightning conditions and light winter frost.
- 1.3.7. The main supply to the LV compartments shall be metered with appropriate CTs and meter as described elsewhere.
- 1.3.8. To comply with the relevant SANS specification

1.4. ENCLOSURE

- 1.4.1. The housing shall be rectangular in plan, approximately 3 meters long by 1, 2 meters wide (manufacturer's nearest standard). Colour shall be avocado code C 12.
- 1.4.2. The housing shall be of 2mm 3CR12 construction. The housing shall be erected on a rolled steel channel under base of 100 x 50mm, galvanized and Epoxy tar painted and shall be rigid, robust and completely self-supporting. All bolts and screws to be cadmium plated. The housing shall be so designed that it can be lifted off, complete with base frame, or lowered over a Ring Main Unit fixed to already connect HV cables.
- 1.4.3. The housing shall be vermin proof, dust and corrosion proof and shall protect the internal equipment from spray water or falling rain at an angle of 60 degrees to the vertical.
- 1.4.4. Adequate ventilation shall be provided to prevent the build-up of condensation or heat in any compartment, including driver of the miniature substation.
- 1.4.5. The housing shall be divided to approval into four separate compartments for HV Switchgear, transformer, LV main circuit breaker and transformer accessories, LV Switchgear, busbar and metering. The switchgear compartment: IP 66 shall be provided with an approved hinged locking access doors. These doors shall exert uniform pressure at all points on the gasket when the door is closed and shall be adequately sized for the operation and maintenance of the equipment installed therein. All doors shall open from the outside. The locking handle on each door shall be such as to accept the Council's standard substation padlocks.



1.5. CLEANING AND PAINTING

1.5.1. The metal shall be degreased and shot blasted to remove all dirt, scale or blemishes. It shall be powered coated in an approved fashion with one coat zinc chromate primer and two coats of scratchproof, weatherproof enamel, both on the inside and outside of the unit. The instrument/circuit breaker panel shall be painted white inside and the outside, including the roof, avocado green to SABS specification.

1.6. TRANSFORMER (TO SABS 780/1979)

1.6.1. The low loss transformer shall be of the indoor oil immersed type, filled with oil to SABS 555-1959, and shall be tested before the filling and dispatch of the transformer.

1.6.2. The winding shall be of plain annealed copper or copper foil and the connections shall be of plain annealed copper conductors adequately insulated and braced to maintain clearances between other windings and between live parts and other metal parts when subjected to short circuit or earthed conditions, and to be free of vibration in normal service and during transport.

1.7. GENERAL SPECIFICATIONS

1.7.1. Noise levels Shall not exceed those laid down in SABS 780

1.7.2. Voltage Ratio 11kV/420V/242 V – open terminal with earthed neutral

1.7.3. Vector group Dyn 11

1.7.4. Tapping`s on HV Windings $\pm 2,5\%$ and $\pm 5\%$

1.7.5. Tapping Adjustment , By means of externally operated, off load lockable tap switch

1.7.6. The transformer shall be fitted with indoor bushings and terminal adapters suitable for the number and size of connections, both HV and LV cabling.

1.7.7. The tank shall be of the sealed non-breathing type incorporating 20% free space above the oil.

1.7.8. The transformer compartment shall be removable without disturbing HT or LT cabling.

1.8. HIGH VOLTAGE EQUIPMENT

1.8.1. The high voltage equipment shall incorporate a Ring Main Unit rated 630A, 350 MVA for 3 seconds or similar equipment approved in writing by the Engineer, fitted with a suitable bracket with wooden clamping blocks, below terminals of switchgear, to clamp and support up to 185 mm² PILCDSTA cable for a 315 KVA and up to 185 mm² for 630



KVA and a SF6 or Vacuum breaker. The unit shall incorporate cable earthing device and cable test connections behind and interlocked safety cover.

1.8.2. Test certificates to BS 116 and 3941 shall be provided for each unit.

1.8.3. Marking of conductors and terminals of power and secondary circuit to show phase sequence shall comply with BSS 158-1968. Busbar connections and risers shall be air insulated to BSS 169-1957.

1.8.4. Clearance from phases to earth and between phases to BSS 162.

1.8.5. The Ring Main Unit shall face the housing to the front same as the LT equipment.

1.9. LOW VOLTAGE EQUIPMENT

1.9.1. Bus-bars connections and risers suitably colour coded, shall be air insulated and conform to the latest SABS specification or failing that, the BSS 159 shall apply. Clearances between phases and phase to earth shall be adequate and busbar support insulators shall be of porcelain or epoxy resin moulding.

1.9.2. All connections from bus-bars shall be supported on insulators to maintain adequate spacing, and shall, like the bus-bars be of copper.

1.9.3. A LV Main Circuit Breaker 500A (3) pole LY603 MCCB suitably rated shall be fitted for protection between the LV transformer terminals and the LV busbar. (1000A for 630 KVA). All cable terminals shall be provided with lugs appropriate to the cable, bolts, nuts, plain washers and locknuts. This provision will be in the same compartment as the tap changer, oil purification outlets, sight glass, etc. off the transformer.

1.9.4. The main LV breaker and its terminals will be covered by a suitable, tough, venting, heat and explosive resistant clear cover.

1.9.5. Outgoing circuits shall be provided for as follows:

- All terminations shall be fixed to suitable terminations. The gland plate is to be mounted to a rail to allow positioning of the gland plate as required. The rail shall be so positioned that the hole in the gland plate for the cable is in line with the terminations of the circuit breaker, and shall be mounted to the top of the under base. The rail shall be of rugged construction to allow for the secure mounting of the gland plate.
- All gland plates shall be drilled, treated and suitably
- Covered. Four gland plates with the following hole sizes shall be provided; 50mm diameter hole for 315 KVA and 63 mm diameter for 630 KVA. One gland plate with four 25mm diameter holes shall be provided for streetlight cables. One gland plate with one 20 mm diameter hole shall be provided for the day light switch cable.
- The mounting rack for outgoing feeder circuit breakers shall be drilled for four CBI (LN



603 and JS 150-600A) circuit breakers.

- In the metering section there shall be provision for future installation of six British Standard Footprint meters and future installation of three 10 VA current transformers for each meter shall be provided for at the busbar or below the circuit breaker on a 3CR 12 mounting plate. This shall be a hinged panel.
- Streetlight equipment shall be provided for, to the right on the mounting rack mentioned: 3 x 80A 230V GEC kWh meters, AC1 contactor, 3 phase circuit breaker (150 A 20 kA), photocell and by-pass switch for 3ph streetlight circuit, **no fuses**.

1.10. METERING

- 1.10.1. All metering shall be done on the low voltage or else approved in writing by the Engineer.

1.11. CABLE TERMINATIONS & ENTRIES

- 1.11.1. All cable entries shall be from below and cable terminals shall be provided with lugs appropriate to the cable specified, bolts, nuts, plain washers and locknuts. These terminals shall be located within 150mm of the cable boxes or gland plates and approved copper riser connections shall be provided between the terminals and the circuit breaker.
- 1.11.2. The armouring of all cables shall be earthed to the main earth busbar together with the bare copper earth conductor specified with that cable. All cables shall be terminate by means of a glad to a gland plate. This bare copper conductor shall be of the same cross section areas as the one laid with the cable and shall be connected to the earth busbar.

1.12. SOCKET OUTLET(16 AMP)

- 1.12.1. One 16 A 1 phase Socket outlet shall be installed in the LV compartment and shall be protected by a suitable CIRCUIT BREAKER and earth leakage unit as prescribed by the code of practice SANS 10142-1. All live connections will suitably covered as in terms of the said code of practice.

1.13. EARTHING IN SUBSTATION

- 1.13.1. An approved copper earth bar not less than 25mm x 3mm in section shall be provided along the entire length of the miniature substation internally, to which all-metal parts of switchgear, transformer and cable end box glands shall be connected.
- 1.13.2. The earth bar shall be drilled at each end and fitted with a 10mm diameter brass terminal bolt, nut and locknut. The earth bar shall be fitted with a removable link between the HV and LV compartments.

1.14. TESTING

1.14.1. The supplier shall supply copies of all test certificates covering works tests to SABS or to the relevant BSS where not provided for by the SABS.

1.15. 200KVA DUAL RATIO MINI-SUBSTATION CHECKLIST

	Yes	No
11KV – 6.6 KV/420V	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SF6 Ring Main unit with earthing facility on all three switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neutral to earth system TN-S	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Self-powered relay for transformer (Overload & earth fault protection)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bolted top transformer with filler, drain and breather	<input checked="" type="checkbox"/>	<input type="checkbox"/>
60 amp 3Ø Streetlight panel with daylight switch and bypass.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kamstrup 382 M gen. 3 Phase 4wire meter with 812G GSM modem for streetlight circuit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 X 300/5 CT's	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EDMI Mk10A Energy meter 3 Phase 4 Wire (Statistics meter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Switched socket outlet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light with switch (LT side only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Circuit breakers		
	1 X 300 amp Main	<input checked="" type="checkbox"/>
	2 X 100 amp	<input checked="" type="checkbox"/>
	2 X 63 amp	<input checked="" type="checkbox"/>
Cable mounting:		
	HT Clamps	<input checked="" type="checkbox"/>
	LT Gland plates	<input checked="" type="checkbox"/>
Colour:	AVO green C12	<input checked="" type="checkbox"/>
Sketch plan of base		<input checked="" type="checkbox"/>
Test certificate		<input checked="" type="checkbox"/>
Guarantee		<input checked="" type="checkbox"/>

- Notes**
1. **The Mini-sub Enclosure must be manufactured from 3CR12- Metal.**
 2. **Ventilation must be adequate to prevent overheating in the LT compartment and to prevent condensation in the mini-sub and be Vermin proof**
 3. **Control to Street lights, Socket outlet and internal light must be by Suitable circuit breaker. No fuses**

1.16. 315KVA DUAL RATIO MINI-SUBSTATION CHECKLIST

		Yes	No
11KV – 6.6 KV/420V		<input checked="" type="checkbox"/>	<input type="checkbox"/>
SF6 Ring Main unit with earthing facility on all three switches		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neutral to earth system TN-S		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Self-powered relay for transformer (Overload & earth fault protection)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bolted top transformer with filler, drain and breather		<input checked="" type="checkbox"/>	<input type="checkbox"/>
60 amp 3Ø Streetlight panel with daylight switch and bypass.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kamstrup 382 M gen. 3 Phase 4wire meter with 812G GSM modem for streetlight circuit.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 X 500/5 CT's		<input checked="" type="checkbox"/>	<input type="checkbox"/>
EDMI Mk10A Energy meter 3 Phase 4 Wire (Statistics meter)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Switched socket outlet		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light with switch (LT side only)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Circuit breakers	1 X 500 amp Main	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2 X 300 amp	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Xamp	<input type="checkbox"/>	<input type="checkbox"/>
Cable mounting:	HT Clamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	LT Gland plates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Colour:	AVO green C12	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sketch plan of base		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Test certificate		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Guarantee		<input checked="" type="checkbox"/>	<input type="checkbox"/>



- Notes**
1. **The Mini-sub Enclosure must be manufactured from 3CR12- Metal.**
 2. **Ventilation must be adequate to prevent overheating in the LT compartment and to prevent condensation in the mini-sub and be Vermin proof**
 3. **Control to Street lights, Socket outlet and internal light must be by Suitable circuit breaker. No fuses**


1.17. 630KVA 11KV/420V MINI-SUBSTATION CHECKLIST

	Yes	No
11KV/420V	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SF6 Ring Main unit with earthing facility on all three switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neutral to earth system TN-S	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Self-powered relay for transformer (Overload & earth fault protection)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bolted top transformer with filler, drain and breather	<input checked="" type="checkbox"/>	<input type="checkbox"/>
60 amp 3Ø Streetlight panel with daylight switch and bypass.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kamstrup 382 M gen. 3 Phase 4wire meter with 812G GSM modem for streetlight circuit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 X 1000/5 CT's	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EDMI Mk10A Energy meter 3 Phase 4 Wire (Statistics meter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Switched socket outlet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light with switch (LT side only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Circuit breakers		
1 X 1000 amp Main	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 X 300 amp	<input checked="" type="checkbox"/>	<input type="checkbox"/>
..... Xamp	<input type="checkbox"/>	<input type="checkbox"/>
Cable mounting:		
HT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Colour:		
AVO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
green C12	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sketch plan of base	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Test certificate	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Guarantee

- Notes**
- 1. The Mini-sub Enclosure must be manufactured from 3CR12- Metal.**
 - 2. Ventilation must be adequate to prevent overheating in the LT compartment and to prevent condensation in the mini-sub and be Vermin proof**
 - 3. Control to Street lights, Socket outlet and internal light must be by Suitable circuit breaker. No fuses**

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8. EVALUATION CRITERIA

Note: 90/10 preference point system will be used. (Minimum CIDB GRADE needed: 4 GB or 3GBPE or higher, 4CE or 4CEpe or higher, 4 ME or 4MEPE or higher, 4 EP or 4EPME or higher, 4EB or 4EBPE or higher)

FUNCTIONALITY	POINTS
<p>1. RELEVANT PREVIOUS EXPERIENCE (VALUE) (BANK RATING MUST BE ATTACHED) Proof of relevant experience must be attached i.e. works orders, appointment letters, completion certificates)</p>	<p>30</p>
<ul style="list-style-type: none"> No experience equals 0 points 	
<ul style="list-style-type: none"> Below R1 Million equals 10 points 	
<ul style="list-style-type: none"> R1 Million to R2 Million equals 15 points 	
<ul style="list-style-type: none"> Above R2 Million to R 4 Million equals 20 points 	
<ul style="list-style-type: none"> Above R 4 Million equals 30 points 	<p>10</p>
<p>2. COMPANY EXPERIENCE</p>	
<p>Company experience in similar projects (Years)</p>	
<ul style="list-style-type: none"> No experience equals 0 points 	
<ul style="list-style-type: none"> Below 2 years equals 3 points 	
<ul style="list-style-type: none"> 2 years to 4 years equals 5 points 	<p>20</p>
<ul style="list-style-type: none"> Above 4 years to 6 years equals 8 points 	
<ul style="list-style-type: none"> Above 6 years equals 10 points 	
<p>3. KEY PERSONNEL (ARTISANS)</p>	
<ul style="list-style-type: none"> No personnel equals to 0 points 	
<ul style="list-style-type: none"> One (1) Artisan will be equal 5 points 	<p>20</p>
<ul style="list-style-type: none"> Two (2) Artisans will be equal 10 points 	
<ul style="list-style-type: none"> Three (3) Artisans will be equal 15 points 	
<ul style="list-style-type: none"> Four (4) or more Artisans equals 20 points 	
<p>Artisan must be in possession of any relevant qualification (i.e. Carpentry, Plastering, Painting, Bricklaying) and other qualifications related to building, civil and electricity. (CV and certified copies of qualifications must be attached)</p>	
<p>4, SCHEDULE OF PLANT AND EQUIPMENT ALL APPLICABLE PLANT AND EQUIPMENT EQUALS 20 POINTS</p>	
<ul style="list-style-type: none"> Any other 4-5 combination equals 15 points 	
<ul style="list-style-type: none"> Any other 2-3 combination equals 10 points 	
<ul style="list-style-type: none"> One applicable equipment equals 5 points 	
<ul style="list-style-type: none"> No relevant equipment equals 0 points 	<p>20</p>
<p>(1) Applicable Plant and Equipment: 2 Ton Truck/Bakkie, TLB, Grader, Tipper Truck, Water Tanker, Hoisting vehicle, Crane, Scaffolding, Extension and A Frame ladders, Basic Tools, Welding Machine and Protective & Safety Equipment.</p>	
<p>(2) Any other equipment = Compactor and Concrete mixer.</p>	
<p>(Proof of owned relevant plant and equipment must be attached. In case of hire proof lease agreement must be attached.</p>	


<p>4. DEMOGRAPHICS</p> <ul style="list-style-type: none"> • District (same district bidding for) - 10 points • Outside district applied for – 05 points • If proof is not attached 0 points. (Proof must be attached) 	10
<p>5. SAFETY PLAN</p> <ul style="list-style-type: none"> • No Plan equals 0 points • Submission of Environmental Management plan, SHEQ, Risk Management plan equals 10 points (Proof must be attached) 	10
TOTAL	100

NB: Bidders who scores less than 70 points of the 100 points will not be considered for further evaluation.

A maximum equal to 90 points will be awarded for Financial Offer/Price

A maximum equal to **10 tender evaluation points will be awarded** based on B-BBEE Status Level of Contributor.

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non – compliant contributor	0

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9. COMPULSORY RETURNABLE SCHEDULES (CERTIFIED COPIES/ORIGINALS OF THE FOLLOWING DOCUMENTS)

Service providers must be registered on the Central Supplier Database.


1. Duly signed bid documents (each page initialed) including all the attached SBD forms.
2. Certificate of authority
3. Signed form of Offer and Acceptance
4. Legally signed Joint Venture Agreement (in case of a JV)
5. Valid copy of Identity documents of Owners / Directors / Members / Shareholders
6. Contractor Registration for Incorporation or of Company Registration Document
7. Proof of registration on Central Supplier Database
8. Shareholders' Agreements / Share Certificates / Memorandum of Association For Companies.
9. A valid and active Tax Compliance Status **PIN** issued by the South African Revenue Services
10. Valid Letter of Good Standing from the Department of Labour or Proof of Compensation for Occupational Injuries and Diseases Act, 1963 (No. 130 of 1993) (Letter for Tender purposes will not be accepted)
11. SBD 1, SBD2, SBD 4, SBD 6.1, SBD 6.2, SBD 8, SBD 9 and GCC
12. Fully completed Bill of Quantities

Other documents required only for Bid evaluation purposes

- Proof of relevant experience
- CV and proof of relevant qualifications
- Proof of residence
- Proof of plant and equipment
- Proposed Amendments and Qualifications
- Environmental Management plan, SHEQ, Risk Management plan.

Bid Conditions

1. Bids must be submitted in South African Rand, on a fixed price basis, including VAT.
2. The Department is not bound to accept any of the proposals submitted and
3. The Department reserve the right to call for Best and Final Offers from short-listed bidders before final selection.
4. The Department reserves the right to call interviews with short-listed bidders before final selection.
5. The Department reserves the right to negotiate price with preferred bidders.
6. Only bids that were submitted with a valid Original Tax Certificate issued by SARS will be considered.
7. The lowest or any bid will not necessary be accepted and the Department reserves the right to accept the whole or part of any bid.
8. All price escalations will only effect after the first completed year of contract.
9. Bidders that supply a separate pricing schedule will automatically be disqualified.
10. No alternative proposal will be permissible.
11. The Department reserve the right to appoint more than one service provider

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10. COMPULSORY BRIEFING SESSION

There will be a compulsory briefing and date, time and venue will be as per the advert.

11. GENERAL CONDITIONS OF CONTRACT

This bid and all contracts emanating there from will be subject to the attached General Conditions of Contract issued by the National Treasury.

The Department and Service Provider will sign a Contract of Service upon appointment.

The Service Provider should commence with the project within five (07) days after receiving the letter of appointment and signed the Contract of Service.

During the execution of the Project, the Service Provider is required to give reports on the progress of the Project. It is the responsibility of the service provider to have one of their representatives assigned the project during the Departmental meetings.

Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department.

The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not disclose such records or information to any third party without the prior written consent of the Department.


The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the Contract.

The short-listed Service Provider may be required to do a presentation in person to the Department, at their own cost, should it be deemed necessary to do so.

12. VALIDITY PERIOD

The validity of this bid will be 90 days after the closing date, hence offers must remain valid for this period unless otherwise.

The Department of COGTA reserves the right not to appoint if suitable Candidates are not found at the discretion of the Department.

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13. SPECIAL CONDITIONS OF CONTRACT

13.1 NOTES

The following Special conditions of Contract are an extract of the final intended contract and supplementary to the General Conditions of Contract mentioned above. However, where the special conditions on contract are in conflict with the general conditions of contract, the special condition of contract shall prevail.

Any misrepresentation of information provided in this bid may result in the cancellation of the Contract. It is a condition of this bid that the Tax matters of the service provider **MUST** remain in order for the awarded service provider/s for the duration of the contract; It will be a requirement, that for the duration of the contract if and when awarded that the successful bidder must be registered on the Central Supplier Database, That any bank details provided must correspond with the company registration name as applied for this bid;


13.2 EXTRA WORK

Any costs for extra work by the Service Provider, incurred over and above this bid which, in the sole opinion of the Chief Financial Officer is due to reasons attributable to the Service Provider during any phase of the project shall be borne by the service provider after the commencement of this Contract, the cost or duration of the services is altered as a result of changes in, or addition to any statute, regulation or by-law, or in the requirement of the authority having jurisdiction over any matter in respect of the services, then the agreed fees and time for completion, may on discretion of the Head of Department, be adjusted in writing, in order to reflect the impact of those changes.

13.3 REPORTING AND ACCOUNTABILITY

During the execution of the Project, the Service Provider must submit regular progress reports and attend meetings at intervals as determined by the project team or Project committee managing the Service Provider.

All information captured and or used to generate the outputs of the Project remains the property of the Traditional Council and the Department, and must be handed over in its totality when the project is closed. The Department will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the Contract. The information must be captured and provided in a digital format as agreed (in writing) between the Service Provider and the Department. This agreement must be reached and signed off together with the project plan before the Project commences.

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Project will be signed off by the Chief Financial Officer or representative when:

- all the end products (refer to list) have been delivered,
- a formal presentation has been made to Office of the Chief Financial Officer, and
- The Chief Financial Officer or representative is satisfied that all requirements have been met.

Team members that will be directly involved in the Project will be expected to attend all progress report meetings as scheduled and agreed upon by both Parties. The selected team members shall stay the same for the duration of the Project and cannot be changed without prior discussions with and approval from the Department.

The Project team will consist of appointed Service Provider/team plus a dedicated Project team as assigned by the Department and the Traditional Council.

13.4 NATURE OF RELATIONSHIP

For the purposes of this Contract the Service Provider is an independent Service Provider and the relationship between the Parties shall not be construed to be that of employer and employee.


The Service Provider shall not act as, or hold out to be, the agent, representative or employee of the Department.

All reports, documents and papers of whatever nature to be furnished to the Department in terms of this Contract shall become the property of the Department and subject to all proprietary and other rights the Department may hold over it.

13.5 BREACH AND TERMINATION

In the event of the Service Provider failing to comply with any of its obligations in terms of this Contract, the Department shall be entitled to deliver a written notice to the Service Provider calling upon it to comply with such obligations within a period of 14 (fourteen) days. Should the Service Provider fail, within the aforementioned period of 14 (fourteen) days, to comply with such obligations, the Department shall be entitled without prejudice to any rights which it may have in law, to cancel this Contract. The Department may have all the remaining work done by another Sole Proprietor/Company at the sole expense and cost of the Service Provider appointed, and/or to pursue all other remedies to which it shall be entitled.

In the event of the Contract having been cancelled no further payments shall be due to the Service Provider until the work has been completed by the Substituting Service Provider, the Service Provider final account and that of the substituting Company has been ascertained and any loss suffered by the Department due to the cancellation has been identified. Such loss shall be deducted from any payments due to the Service Provider by the Department.

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13.6 DISPUTE RESOLUTION

In case of a dispute arising out of a matter relating to this Contract, both Parties shall first endeavour to resolve the dispute through internal processes failing which the Parties agree to the appointment of an independent arbitrator whose decision is an advisory arbitration award.

13.7 ARBITRATION

In the event of a dispute about the Contract or any matter relating to the administration or management of the Contract between the Parties and the dispute cannot be resolved within five (5) working days from the date when the dispute ensued; the matter shall be subjected to an arbitration hearing at Mbombela.

An Attorney of not less than (5) years' experience shall be appointed by agreement within two (2) days failing which the president of the Law Society of the Northern Provinces shall be authorised to appoint an arbitrator, his appointment shall be final. The arbitrator may mediate, conciliate, failing which the arbitrator shall give an advisory arbitration award.

13.8 GENERAL

This Contract shall be construed according to the laws of the Republic of South Africa applicable to agreements that are signed and performed within the Republic of South Africa.

The terms and conditions set out herein constitute the entire Contract between the Parties. No amendment or variation of whatever nature shall be binding unless reduced to writing and signed by both Parties.

14. ENQUIRIES

Any bidder who requires clarity may contact the relevant contacts as indicated below:

- Technical Enquiries: Mr. Allister Tsaura (Electrical Engineer) Tel: (083 291 9698)
Mr. Alex Chiuswa (Civil Engineer) Tel: (076 819 6151)
- Bid Administration: Mr. TG Nzimande (013) 766 6374



PART 4: SITE INFORMATION

INFORMATION AND MAP

The deliveries are to be made around jurisdiction as shown in the map below:

