



**GREATER
KOKSTAD
MUNICIPALITY**

PROVINCE OF KWAZULU NATAL

GREATER KOKSTAD MUNICIPALITY

**ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE
GREATER KOKSTAD MUNICIPALITY**

CONTRACT No. GKM 36-23/24

**CIDB CONTRACTOR GRADING
5EP OR HIGHER**

COMPILED BY:		ON BEHALF OF:	
	Thabani Projects (Pty) Ltd. 93 Zenith Drive, Umhlanga 4319		GREATER KOKSTAD MUNICIPALITY P O BOX 8 KOKSTAD 4700
Tel N°:	+27 10 226 9448	Tel N°:	+27 39 797 6000
Fax N°:	+27 86 480 5398	Fax N°:	+27 39 727 3676
Email:	info@thabaniprojects.co.za	Email:	Andiswa.Mahlaka@kokstad.gov.za

COMPULSORY BRIEFING MEETING DATE: 08 FEBRUARY 2024 AT 11h00

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

TENDER CLOSING DATE: 15 FEBRUARY 2024 AT 12h00



EXPANDED PUBLIC WORKS PROGRAMME

ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE GREATER KOKSTAD MUNICIPALITY

CONTRACT No. GKM 36-23/24

TABLE OF CONTENTS

PART	DESCRIPTION	PAGE COLOUR	PAGE No.
PART T: THE TENDER			
T1	Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	White	TP. 5
T1.2	Tender Data	Pink	TP. 10
T2	Returnable Documents and Schedules		
T2.1	List of Returnable Documents	Yellow	RD. 2
T2.2	List of Returnable Schedules and Forms	Yellow	RD. 27
PART C: THE CONTRACT			
C1	Agreements and Contract Data		
C1.1	Form Offer and Acceptance	Yellow	C. 3
C1.2	Contract Data	Yellow	C. 9
C1.3	Performance Guarantee	White	C. 17
C1.4	Retention Money Guarantee	White	C. 20
C1.5	Agreement in terms of Section 37(2) of the Occupational Health And Safety Act no 85 of 1993	Yellow	C. 22
C1.6	Functionality Criteria	Yellow	C. 24
C1.7	Quality Control Plan	Yellow	C. 25
C2	Pricing data		
C2.1	Pricing Instructions	Yellow	PD. 2
C2.2	Schedule of Quantities	Yellow	PD. 5
C3	Scope of Work	Blue	
C3.1	Standard Specifications	Blue	SW. 3
C3.2	Project Specifications	Blue	SW. 3
C3.3	Particular Specifications	Blue	SW. 26
C4	Site Information	Green	
C4.1	Locality Map	Green	Sl. 2
C4.2	Drawings	Green	Sl. 3

THE TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

BID NUMBER AND DESCRIPTION

The bid documents must be clearly marked: **ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE GREATER KOKSTAD MUNICIPALITY**

1 BID NUMBER: BID No-GKM 36-23/24

2 Bid documents must be deposited in the tender box marked “**ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE GREATER KOKSTAD MUNICIPALITY**” located at the reception area at Adam Kok III Building, 75 Hope Street, Kokstad not later than **15 FEBRUARY 2024 at 12h00**. Bidders must attach the following mandatory returnable documents to be considered for this bid and must note the applicable conditions:

- Price (s) quoted must be firm and must be inclusive of VAT.
- Copy of CSD (Central Supplier Database) detailed report
- Copy of company registration documents (compulsory)
- For Joint Venture, attach the CK's of each of the joint venture members (if applicable) and JV agreement.
- Certified ID(s) copies of company director(s)
- Copy of current municipal account for all Director/s and Company (must not be in arrears for a period longer than 90 days and not older than 90 days) or copy of a valid lease agreement from the relevant authority if the director/s or company is leasing. If the business is operated from the residence of one of the Director/s, an original affidavit, certified, must be submitted stating the address of the premises. For any other arrangement that is not covered above, director/s must submit an original affidavit, certified clarifying the arrangement e.g. people residing in rural arrears etc. All affidavits must be original affidavits. Affidavits must be signed by the company director/s (**proof must be submitted for the company and each director, noting the required document for verification**)
- Printed copy of SARS Tax Pin for further verification.
- Completed and signed Municipal Bidding Document attached to the tender document.

3

Bidders must take note of MBD 1 and ensure that their total bid prices including vat are carried over to MBD 1, all MBD forms must be completed and signed, and the directors must be listed on MBD 4.

Tenders will be adjudicated in terms of the Council Supply Chain Management Policy on the 80/20 Preferential Point System. It is therefore compulsory that the municipal tender document be used. Greater Kokstad Municipality is not bound to accept the lowest or any quote.

CERTIFICATION OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED AND WILL LEAD TO DISQUALIFICATION OR LOSS OF POINTS AND CERTIFICATION ON DOCUMENTS MUST NOT BE OLDER THAN 6 MONTHS.

The following conditions will apply:

- Price(s) quoted must be valid for at least (120) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT and disbursements.
- Your valid tax clearance certificate must be attached.

NB: No quotations will be considered from persons in the service of the state.

LIST OF RETURNABLE DOCUMENTS (CHECKLIST)

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

The tenderer must complete and return documents, all returnable documents as listed below as part of his/her tender submission:

Returnable Schedules (Documents) for Tender Evaluation Purposes	Yes	No	N/A
Has the Tender Document been completed in BLACK INK and all corrections counter-signed? (No correction fluid used)			
Have all tendered amounts been arithmetically checked, and the correct total bid price been carried forward to MBD 1? Bidders who do not put prices on MBD 1 will be eliminated.			
Is a valid Tax Clearance Status Verification Certificate with pin attached to the Tender Document?			
Has the Company / Cc / Partnership / JV / SP attached company Registration Certificates.			
In case of a joint venture, has the tenderer attached a joint venture agreement signed by both parties indicating the lead partner of the joint venture (company documents to be attached for all JV Partners i.e CSD, Tax Verification certificate, Company registration documents etc)			
Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the tenderer signed the register (when applicable)			
Has the tenderer fully completed the Declaration of Interest (MBD 4) form, (Directors must be listed on the table on MBD 4 form)			
Has the "Preference Points Claim Form (MBD 6.1) in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
Has the tenderer attached proof that the DIRECTOR/S of the company do not owe Municipal rates (Municipal utility bill/ lease agreement/ affidavit only).			
Has the tenderer attached proof that the COMPANY does not owe Municipal rates (Municipal utility bill/ lease agreement/ affidavit only).			
Central Supplier's Database registration certificate (to include all parties if tenderer is a Joint Venture or Consortium)- Detailed CSD			
Has the "Declaration of Bidder's Past SCM practices (MBD 8)" been completed in its entirety and signed?			
Has the "Independent Bid Determination (MBD 9)" been completed in its entirety and signed.			
Has all information as required in terms of the Tender Document been submitted with the tender?			
Has the tenderer attached the CIDB registration certificate			
Has the tenderer attached the Letter of Good Standing with Compensation Fund (COID)			
Has the tenderer signed the Record of Addenda to Tender Documents			
Has the tenderer completed and signed the Contractor's Health and Safety Declaration <i>(Form concerning fulfilment of the Construction Regulations, 2014)</i>			
Has the tenderer signed and completed the Tender Consent Form			
Labour Intensive Construction NQF 5/7 from CETA			

TABLE OF CONTENTS

	PAGE NO.
T1: TENDERING PROCEDURES	TP. 3
T1.1: TENDER NOTICE AND INVITATION TO TENDER	TP. 3
T1.2: TENDER DATA	TP. 5

T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER



**GREATER
KOKSTAD
MUNICIPALITY**
PROVINCE OF KWAZULU-NATAL

75 Hope Street
P O Box 8, Kokstad, 4700
Tel. +27 39 797 6743
Fax. + 27 39 727 3676
Email. mm@kokstad.gov.za
www.kokstad.gov.za

OFFICE OF THE MUNICIPAL MANAGER

ELECTRIFICATION OF INFORMAL SETTLEMENTS

BID NO.: GKM 36-23/24

PUBLIC NOTICE

The Greater Kokstad Municipality hereby invites reputable Service Providers with a CIDB Grading of **5EP or higher** for the Electrification of informal settlements within the Greater Kokstad Municipality.

The scope of work and bid requirements is stipulated in the bid document.

This advert is issued in compliance with the Preferential Procurement Regulation, 2022. Evaluation will be done on the following two-stage process in terms of National Treasury Circular No. 53:

Stage 1:
Assessment of Functionality. Only service providers who achieve a minimum threshold of 60% on functionality will qualify to proceed to stage two of the Evaluation process. Functionality criteria is as follows:

Company Experience	(50 Points)
Key Personnel	(20 Points)
Plant and Equipment	(15 Points)
Quality Control	(15 Points)

Stage 2:
Evaluation will be done based on the 80/20 preferential point system, where 80 points will be allocated for price and 20 points for specific goals. Bidders must submit the required documentation to claim preference points.

POINTS AWARDED FOR SPECIFIC GOALS

The 80/20 preferential point system will be applied, where 80 points will be allocated for price and 20 points for Municipality's specific goals that is on ownership and RDP goals.

GOALS 1 – OWNERSHIP	MAX POINTS =10	Documents required for verification
Business owned more than 50% by youth	10	ID copy of director/Owner Detailed CSD
Business owned more than 50% by black person	5	ID copy of director/Owner Detailed CSD
GOAL 2 -RDP	MAX POINTS =10	
Business falls under the SMME Category- QSE/EME	5	BBBEE Certificate/Sworn Affidavit
Promotion of business located within Greater Kokstad Municipality	5	Municipal accounts not older than 90 days or Lease agreement Affidavit you are not liable for rates (clarifying the reasons)
Promotion of business located within Harry Gwala District	2	Municipal accounts not older than 90 days or Lease agreement Affidavit you are not liable for rates (clarifying the reasons)

"A People-Centred City of Economic Possibilities by 2047"

The tender document must be downloaded on the Greater Kokstad Municipality website www.kokstad.gov.za at no cost. The Greater Kokstad Municipality will not be held responsible for any incomplete documents downloaded on the Greater Kokstad Municipality website.

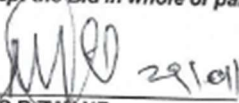
A COMPULSORY briefing meeting will be held on **08 February 2024 at 11h00**, at Adam Kok III Building, 75 Hope Street, Kokstad. **No late comers will be admitted into the venue.**

Sealed tenders, marked "**Bid No.: GKM 36-23/24 "ELECTRIFICATION OF INFORMAL SETTLEMENTS"**" must be deposited in the **BOX** located at the Reception Area, Adam Kok III Building, 75 Hope Street, Kokstad, not later than **15 February 2024 at 12H00**, where after, bids will be opened in public.

Late, telegraphic, e-mailed or faxed bids will not be considered.

Technical Enquiries: Mr. T. Bere on Tel: 039 797 6600; Fax: 039 727 3676, or email: tendai.bere@kokstad.gov.za
Supply Chain Management enquiries: Ms. A. Mahlaka on Tel. 039 797 6600, or email: andiswa.mahlaka@kokstad.gov.za

Greater Kokstad Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the Bid in whole or part, at the rates quoted.


MR S R ZWANE
MUNICIPAL MANAGER
NOTICE NO.: 91-2023/2024

TENDER CONSENT FORM:

I _____ a natural person with
Full Name

ID No.: _____ in my capacity as _____

of _____
(Company Name and Reg. No.)

I hereby give my consent to the Greater Kokstad Municipality to collect, process and distribute my personal information where the Greater Kokstad Municipality is legally required to do so.

I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to the Greater Kokstad Municipality sharing my personal information strictly for verification purposes.

I understand that, should I refuse to provide the Greater Kokstad Municipality with the required consent and/or information, the Greater Kokstad Municipality will be unable to consider my application for the above-mentioned tender.

I declare that all my personal information supplied to the Greater Kokstad Municipality is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Greater Kokstad Municipality of any changes to my Personal Information should any of these details change.

tick the appropriate box:

☐	I / We hereby consent to the above
☐	I/We hereby withhold consent and understand the implication of my/our decision and will not hold the Greater Kokstad Municipality responsible for not considering my/our bid.

Signed at this day of20.....

..... Signature of data subject/ designated person

..... Signature.....

MBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GREATER KOKSTAD MUNICIPALITY					
BID NUMBER:	GKM 36-23/24	CLOSING DATE:	15/02/2024	CLOSING TIME:	12H00
DESCRIPTION	ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE GREATER KOKSTAD MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
75 HOPE STREET KOKSTAD 4700					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	 DATE				
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Budget and Treasury Office		CONTACT PERSON	Tendai Bere	
CONTACT PERSON	Andiswa Mahlaka		TELEPHONE NUMBER	039 797 6740	
TELEPHONE NUMBER	039 797 6743		FACSIMILE NUMBER	039 727 3676	
FACSIMILE NUMBER	039 727 3676		E-MAIL ADDRESS	Tendai.Bere@kokstad.gov.za	
E-MAIL ADDRESS	andiswa.mahlaka@kokstad.gov.za				

MBD1

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.2: TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. Annexure F and Table G1 of that notice are deliberately not reproduced in this document; tenderers may review the standard on the CIDB website (see www.cidb.org.za).

T1.2.2 Variations to the Standard Conditions of Tender

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

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

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

Clause Number	Description
F.1	General
F.1.1	Actions
	The Employer is Greater Kokstad Municipality, represented by Mr. S. Zwane.
F.1.2	Tender Documents
	The tender documents issued by the employer comprise the following: THE TENDER T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules THE CONTRACT C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Performance Guarantee C1.4 Retention Money Guarantee

	C1.5 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.6 Functionality Criteria C2: Pricing data C2.1 Pricing Instructions C2.2 Schedule of Quantities C3: Scope of work C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications C4: Site information C4.1 Locality Plan C4.2 Drawings Not issued to Tenderer's, but available from the Master Builders Association, The South Institute of Architects, the Government printers, the Construction Industry Development Board, and the Employer, as applicable: 1. CIDB, "<i>The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender</i>", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016. 2. GCCC SERIES 2015 "<i>General Conditions of Contract for Construction Works Agreement</i>", Third Edition– 2015. 3. The "<i>Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)</i>". 4. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (November 2022).												
F.1.4	Communication and the Employer's Agent												
	Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to tenderers will be regarded as amending the Tender Documents.												
	<table> <tr> <td>The Employer's Agent is:</td><td>Thabani Projects (Pty) Ltd.</td></tr> <tr> <td>Address:</td><td>93 Zenith Drive, Umhlanga 4319</td></tr> <tr> <td>Tel N°:</td><td>+27 10 226 9448</td></tr> <tr> <td>Fax N°:</td><td>+27 (86) 480 5398</td></tr> <tr> <td>Contact Person</td><td>Haygan Chetty</td></tr> <tr> <td>Email:</td><td>hayganc@thabaniprojects.co.za</td></tr> </table>	The Employer's Agent is:	Thabani Projects (Pty) Ltd.	Address:	93 Zenith Drive, Umhlanga 4319	Tel N°:	+27 10 226 9448	Fax N°:	+27 (86) 480 5398	Contact Person	Haygan Chetty	Email:	hayganc@thabaniprojects.co.za
The Employer's Agent is:	Thabani Projects (Pty) Ltd.												
Address:	93 Zenith Drive, Umhlanga 4319												
Tel N°:	+27 10 226 9448												
Fax N°:	+27 (86) 480 5398												
Contact Person	Haygan Chetty												
Email:	hayganc@thabaniprojects.co.za												

F.2	Tenderer's Obligations																
F.2.1	Eligibility																
F.2.1.1	Tenderers must satisfy the following criteria in order to be eligible to submit a tender; A. Construction Industry Development Board (CIDB) Registration - Be registered with the CIDB and reflect as "Active" at time of tender closing, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than 5EP OR HIGHER class of construction work. B. Joint Ventures are eligible to submit a tender offer provided that: - Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing). - The lead partner has a contractor grading designation in the CE class of construction work and has a grading designation of not lower than one level below the required grading designation; - The value of work to be undertaken by each partner must be within their CIDB grading limit. - The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations (2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations: <table border="1"> <thead> <tr> <th>Designation</th><th>Deemed to satisfy joint venture arrangements</th></tr> </thead> <tbody> <tr> <td>3</td><td>Three contractors registered in contractor grading designation 2</td></tr> <tr> <td>4</td><td>Three contractors registered in contractor grading designation 3</td></tr> <tr> <td>5</td><td>Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3</td></tr> <tr> <td>6</td><td>Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4</td></tr> <tr> <td>7</td><td>Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5</td></tr> <tr> <td>8</td><td>Three contractors registered in contractor grading designation 7</td></tr> <tr> <td>9</td><td>Three contractors registered in contractor grading designation 8</td></tr> </tbody> </table> - Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. - The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit. C. National Treasury Central Supplier Database Registration Only Tenderers who are to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration	Designation	Deemed to satisfy joint venture arrangements	3	Three contractors registered in contractor grading designation 2	4	Three contractors registered in contractor grading designation 3	5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3	6	Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4	7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5	8	Three contractors registered in contractor grading designation 7	9	Three contractors registered in contractor grading designation 8
Designation	Deemed to satisfy joint venture arrangements																
3	Three contractors registered in contractor grading designation 2																
4	Three contractors registered in contractor grading designation 3																
5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3																
6	Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4																
7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5																
8	Three contractors registered in contractor grading designation 7																
9	Three contractors registered in contractor grading designation 8																

	must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award. In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture. Tenderers who wish to register as service providers on the CSD can register online at https://secure.csd.gov.za/Account/Register. D. Attendance of Compulsory Site Briefing Tenderers must attend the compulsory site briefing and have Form A3 "Certificate of attendance of Site Inspection Meeting" signed by the Employers agent or his representative will be eligible to submit a tender offer. E. Labour Intensive Construction The tenderer must demonstrate that they have in their employment suitable qualified management and supervisory personnel with an NQF 5 from a CETA accredited training provider in labour intensive construction. F. Tenderer's Tax Clearance Matters The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
F.2.1.3	Only those tenderers who can demonstrate that; - they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies; for supervisory and management staff during the validity of the contract, are eligible to submit tenders. Tender Qualification: Labour Intensive Contracts To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria: - Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5. - Liquid assets/or credit facilities covering the expected expenditures for two full work months - Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment - The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:15 for effective supervision of Labour intensive works for all LI activities.

F.2.1.4	Schedule of Labour Content					
	The minimum unskilled labour Content for this Project, i.e. the minimum job creation targets on the project shall be:					
		Total	Men	Women	Youth	Disabled
	Minimum Work Opportunities	21	4	5	11	1
	Person Days	4,620	880	1,100	2,420	220
	Training Days	12	3	3	3	3
	A training schedule shall be provided to the tenderer by the Employer or his agent, and associated costs provisionally allowed for in the bill of quantities.					
F.2.7	Clarification Meeting					
	The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.					
	Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.					
F.2.10.3	Pricing the Tender Offer					
	This tender is NOT subject to Contract Price Adjustment.					
F.2.12	Alternative Tender Offers					
	No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.					
F.2.13	Submitting a tender offer					
F2.13.2	“Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.					
	Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1: List of Returnable Schedules, this shall be placed in a file labelled “Supporting Documentation”, and further labelled in accordance with F2.13.5 of T1.2: Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.					
	Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink.”					
F2.13.3	Number of copies required is One (1) original Copy.					
	Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled but must be submitted in the original format in which they were issued by the Employer.					
F.2.13.4	The tender shall be signed by a person duly authorised to do so.					

F.2.13.5	The Employer's address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following: Location of Tender Box: Greater Kokstad Municipality Offices Physical Address: Adam Kok III Building, 75 Hope Street, KOKSTAD, 4700 The identification details which must be stated in the tender offer outer package are: Tender Number: GKM 36-23/24 Title of Tender: ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE GREATER KOKSTAD MUNICIPALITY
F.2.13.6	A two-envelope Procedure as described in Clause F.3.5 will not be followed.
F.2.15	Closing Time
F.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	Tender offer validity
F.2.16.1	The tender offer validity period is ninety (90) days from the closing date.
F.2.16.2	The maximum extension on the tender offer validity period is 90 days.
F.2.17	Clarification of Tender Offer after Submission
	a. A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. b. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.
F.2.23	Certificates
	The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
F.3	The employer's undertakings
F.3.1	Respond to Requests from the Tenderer
F.3.1.1	The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew tender documents.
F.3.4	Opening of Tender Submissions

F.3.4.1	The time and location for Public Opening of the tender offers received will be: Time: 12H00 Location: Greater Kokstad Municipality Offices Address: 75 Hope Street, Kokstad, 4700
F.3.4.2	"number of points claimed for specific goals"
F.3.7	Grounds for rejection and disqualification
	Tenderers will be disqualified if any if, a. Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector. b. If the Tender has completed the Compulsory Enterprise Questionnaire and is considered by the Employer to have a conflict of interest, which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process. c. If the Tenderer has persons in the service of the state who are not permitted to submit tenders or to participate in the contract".
F.3.8	Test for Responsiveness
F.3.8.2	"Tenders will also be considered non-responsive if: a. The Tenderer offer does not meet any one of the eligibility criteria specified in Clause F.2.1 as amended. b. The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly and the Tenderer has failed to sign the Offer portion of C1.1. c. If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request. d. The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment. e. There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing e.g. where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)." f. Other requirements of the tender document.
F.3.11	Evaluation of tender offers
F.3.11.1	General
	The Procedure for the evaluation of responsive tenders is Method 2: Price and Preference. Quality (functionality) will be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of 60% in order to qualify for further evaluation.
F.3.11.7	Scoring Price
	For details of scoring price refer to Returnable Schedule A5: Adjudication of Bids on Points Basis.
F.3.11.8	Scoring Preferences

	For details of scoring preference see Returnable Schedule A5: Preference Points Claim Form in Terms of preferential Procurement Regulations.				
F.3.11.9	Scoring Functionality				
	The functionality will be applied as a prequalifying criterion to determine the tenderers that qualify for further evaluation. The quality shall be scored as per the table below. Points will be allocated only where the required supporting documentation has been submitted by the tenderer.				
	DETAILED BREAKDOWN OF FUNCTIONALITY POINTS				
	Quality criteria	Basis for points allocation	Score	Max. Points	Verification method
	Schedule of work carried out by Tenderer <i>(Reference name and contact details required)</i> NB: Further diligence may be done on subcontracted contracts	5 Completed Electrification Projects 4 Completed Electrification Projects 3 Completed Electrification Projects 2 Completed Electrification Projects 1 Completed Electrification Project	50 40 30 20 10	50	Letter of Appointment and Certificate of Completion for each of the projects must be attached and are required to claim points POINTS WILL ONLY BE GIVEN FOR EACH PROJECT WERE THE TENDERER HAS SUBMITTED ALL THE REQUIRED DOCUMENTS
	Proposed Key Personnel	1. CONTRACTS MANAGER National Diploma (NQF6): Electrical Engineering and a minimum of 10 years or more post graduate experience and having been involved in minimum 10 electrification projects. National Diploma (NQF6): Electrical Engineering and a minimum of 6 years or more post graduate experience and having been involved in minimum 7 electrification projects. National Diploma (NQF6): Electrical Engineering and a minimum of 3 years or more post graduate experience and having been involved in minimum 5 electrification projects.	8 5 3	8	CV with certified qualification certificates and ID copies of ALL key personnel must be attached and are required to claim any points. The submitted CVs must be signed by the proposed personnel, as well as the Tenderer's authorized signatory, to claim points. The CV template is attached as FORM B4.3 pg. RD 46. CERTIFICATION ON DOCUMENTS MUST NOT BE OLDER THAN 6 MONTHS. CERTIFICATION OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED. A COPY OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED FAILURE TO ADHERE TO THE ABOVE REQUIREMENTS WILL RESULT IN NO POINTS BEING AWARDED
		2. Additional points will be awarded if Contracts Manager has a CETA certified Labour-Intensive Certificate: NQF Level 5 or 7.	2	2	Certified Copy of proposed personnel's LIC NQF Level 5 or 7 certificate must be attached.

		3. CONSTRUCTION MANAGER Trade Test Electrician and Wiremans License and at least 5 years or more experience and having been involved in minimum 5 electrification projects. Eskom Permit Holder Trade Test Electrician and Wiremans License and at least 3 years or more experience and having been involved in minimum 3 electrification projects. Trade Test Electrician and Wiremans License and at least 2 years or more experience and having been involved in minimum 2 electrification projects.	5	5	CV and certified qualification certificates and ID copies of ALL key personnel must be attached and are required to claim any points. The submitted CVs must be signed by the proposed personnel, as well as the Tenderer's authorized signatory, to claim points. The CV template is attached as FORM B4.3 pg. RD 48 & RD 50 for construction manager & foreman respectively. CERTIFICATION OF DOCUMENTS MUST NOT BE OLDER THAN 6 MONTHS. CERTIFICATION OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED.
		4. FOREMAN 10 years or more years' experience and having been involved in minimum 8 electrification projects. Eskom Permit Holder 5 to 10 years' experience and having been involved in minimum 5 electrification projects. Less than 5 years' experience and having been involved in minimum 2 electrification projects.	5	5	A COPY OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED. FAILURE TO ADHERE TO THE ABOVE REQUIREMENTS WILL RESULT IN NO POINTS BEING AWARDED.
		Schedule of Plant and Equipment Tenderer to submit proof of ownership or access to the following plant: 3 x Crane Truck 3 x Hired Crane Truck 3 x LDV 3 x Hired LDV Hydraulic Crimpers (3 x MV & 3 x LV) Hired Hydraulic Crimpers (3 x MV & 3 x LV) 2 x Dynamometer 2 x Hired Dynamometer 2 x Drilling Machine (jackhammer/auger) 2 x Hired Drilling Machine (jackhammer/auger)	4 2 4 2 3 1.5 2 1 2 1	15	To claim points tenderers must submit proof of ownership or access to the required plant and equipment which will be verified as follows; i. Logbook in the name of the tenderer issued by the relevant authority if plant is owned; or, ii. Copy of logbook in the name of the financial institution through which the tenderer has bought plant via an instalment sale. The tenderer's name to appear on the logbook; or iii. Agreement of lease or hire between the tenderer and a registered supplier of the required plant. The logbooks copies of all plant to be leased must be included with tender submission. The agreement must be signed by authorized signatories from both parties.
		Quality Control ISO 9001 Quality Management System Certificate (Must be Valid) The Quality Control Plan must adhere to the requirements set out in section C.1.7 in the Contract Data of the tender document on how points will be awarded for this criterion. The following scoring criteria will be used to determine points for the Tenderers Detailed Quality Plan submission:	5	15	Quality Plan and ISO9001 certificate to claim points. FAILURE TO SUBMIT PLAN WILL RESULT IN NO POINTS BEING AWARDED

		GOOD: Quality Control Plan adequately addressees all 5 headings as set out C1.7, page C.25. ACCEPTABLE: Quality Control Plan addressees three of the headings as set out in C1.7. FAIR: Quality Control Plan addressees less than three of the headings as set out in C1.7. POOR: Quality Control Plan addressees less than three of the headings as set out in C1.7.	10 6 3 0		
	TOTAL POINTS			100	
	TENDERERS WITH A SCORE OF LESS THAN 60% WILL BE REGARDED AS NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER				
F.3.16	Notification to unsuccessful tenderers				
	When the Municipality's Bid Adjudication Committee has resolved that a tender be accepted, the Municipality will publish and intention to award for a period of 14 calendar days. Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of publication of the <i>Intention to Award</i>. For the appeal to be considered, it must reach the municipality within the fourteen-day appeals period and be addressed to the Municipal Manager. Moreover, the appeal must be copied to the Supply Chain Manager and adhere to the following format: - Clearly set out the reasons for the appeal, - Clearly state in which way the appellant's rights have been affected by the decision, - Clearly state the relief or remedy sought by the appellant, and - be accompanied by a copy of the <i>Intention to Award</i> or notification advising the Tenderer of the decision of the Municipality. If no <i>bona fide</i> appeals have been received within the appeals period, the successful Tenderer will be notified of the Municipality's acceptance of their bid. The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of Municipality's appeals process.				
F.3.17	Provide Copies of the Contracts				
	"The number of paper copies of the signed contract to be provided by the Employer is ONE."				

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1	Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014) Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
------------------	---

	In this regard the Tenderer shall submit with the tender, appended to Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).
T.1.2.3.2	T.1.2.3.2 Claims Arising after Submission of Tender
	No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have: 1) Inspected the Tender Drawings and read and fully understood the Conditions of Contract. 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby. 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.
T.1.2.3.3	Imbalance in Tendered Rates
	In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper Balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price. Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.
T.1.2.3.4	Community Liaison Officer

	Democratically elected project area members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of R5 000 per month for the duration of contract.
T.1.2.3.5	Labour Intensive Construction / Use of Local Labour
	Aspects of this project will be carried out in accordance with the provisions of EPWP and as set out in clauses F.2.1.3 and F.2.1.4. The contractor must to make use of local labour in order to promote labour intensive construction, the labour intensive works to be done under the contract is as stated below: • Excavations • General material handling • General cleaning Recruitment of labour will be done in accordance with the Greater Kokstad Municipality's EPWP Recruitment Guidelines. The latest gazetted government labour rate for the Construction industry will to be used in the contract for remuneration of local labour.

TABLE OF CONTENTS

	PAGE NO.
T2: RETURNABLE DOCUMENTS AND SCHEDULES	RD. 2
T2.1: LIST OF RETURNABLE DOCUMENTS	RD. 2
T2.2: LIST OF RETURNABLE SCHEDULES AND FORMS.....	RD. 27

T2: RETURNABLE DOCUMENTS AND SCHEDULES

T2.1: LIST OF RETURNABLE DOCUMENTS (CHECKLIST)

The tenderer must complete and return documents all returnable document as listed below as part of his/her tender submission:

Form	Returnable Schedules (Documents) for Tender Evaluation Purposes	Yes/No
A1	Tax Compliance Status (MBD 2)	
A2	Company / Cc / Partnership / JV / SP Registration Certificates and Certified ID copies of ALL directors, members and partners.	
A3	Certificate of attendance of Site Inspection Meeting	
A4	Declaration of Interest (MBD 4)	
A5	Preference Points claim form in terms of the Preferential Procurement Regulations 2011 (MBD 6.1)	
A6	Tenderer's B-BBEE verification certificate	
A7	Rates Clearance Certificate or Tenderer's utility bill	
A8	Contractor's CIDB Registration Certificate	
A9	Central Supplier's Database registration certificate (to include all parties if tenderer is a Joint Venture or Consortium)	
A10	Letter of Good Standing with Compensation Fund (COID)	
A11	Declaration of Bidder's Past SCM (MBD 8)	
A12	Independent Bid Determination (MBD 9)	
A13	Record of Addenda to Tender Documents	
A14	Labour Intensive Construction NQF 5/7 from CETA	
A15	Contractor's Health and Safety Declaration (Form concerning fulfilment of the Construction Regulations, 2014)	

A1: TAX COMPLIANCE STATUS (MBD 2)

The Tenderer is to provide its Tax Compliance Status according to the South African Revenue Services (SARS) for the purposes of tendering.

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the tenderer's tax obligations.

1. Tenderers must request a Tax Compliance Status (TCS) for tendering purposes either online via e-Filing or from any SARS branch office.
2. **Tenderers must provide a TCS PIN with their tender (in the form of the TCS result letter) to authorise the Employer to view the tenderer's current TCS online, as well as a copy of the Tax Clearance Certificate which is printable after completing the TCS request.**
3. In tenders where Consortia / Joint Ventures are involved, each party must submit a separate TCS PIN and Tax Clearance Certificate.

ATTACH PROOF TO THIS PAGE

A2: COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]

In addition to the above, the tenderer must insert here certified copy of identity documents of directors, members or partners of the tendering entity.

ATTACH PROOF TO THIS PAGE

A3: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION MEETING

CONTRACT NO.: GKM 36-23/24

ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE GREATER KOKSTAD MUNICIPALITY

(Please print)

It is hereby CERTIFIED that I, *(name)*

in my capacity as.....and a duly authorized

representative of..... *(the TENDERER)*

of *(address)*.....

in the company of.....*(the Client)*

attended the official Site Inspection on*(date)*

for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

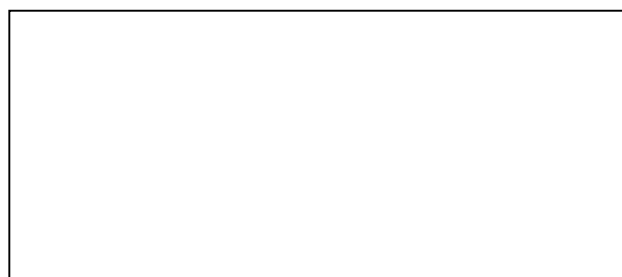
Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:



Municipality Stamp

A4: DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the TENDERER or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state* **YES / NO**
 - 3.8.1 If so, furnish particulars.....
.....
 - 3.9 Have you been in the service of the state for the past twelve months?..... **YES / NO**
 - 3.9.1 If so, furnish particulars.....
.....
 - 3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**
 - 3.10.1 If so, furnish particulars.....
.....

* MSCM Regulations: "in the service of the state" means to be –

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

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

3.11.1 If so, furnish particulars.....

.....

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

3.12.1 If so, furnish particulars.....

.....

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

3.13.1 If so, furnish particulars.....

.....

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

3.14.1 If so, furnish particulars.....

.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of TENDERER

A5: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 (MBD 6.1)

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 a) The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where;

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
GOAL 1 – Ownership		
- Business owned more than 50% by black person	10	
- Business owned less than 50% by black person	5	
GOAL 2 – RDP		
- Business falls under the SMME Category-QSE/EME	5	
- Promotion of business located within Greater Kokstad Municipality	5	
- Promotion of business located within KZN province (outside the Great Kokstad Municipality)	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

A6: TENDERER'S B-BBEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a certified copy of a BEE Verification Certificate issued to the tenderer in accordance with the Codes of Good Practice promulgated in Gazette 36928 on 11 October 2013, as amended, and the amended PPPFA 2017 regulations with effect from 1 April 2017
2. In the event that the tenderer is a Trust, Joint Venture (JV) or consortium, the tenderer shall attach to this form a certified copy of a consolidated BEE Verification Certificate issued for the Trust, JV or consortium in accordance with the Codes of Good Practice promulgated in Gazette 36928 on 11 October 2013, as amended, and the amended PPPFA 2017 regulations with effect from 1 April 2017.
3. In the event that the tenderer is an Exempted Micro Enterprise as defined in the Codes of Good Practice promulgated in Gazette 36928 on 11 October 2013, as amended, the tenderer is required to submit with this tender a sworn affidavit certified by a Commissioner of Oaths or alternatively a certificate from the Companies and Intellectual Property Commission (CIPC), dated not earlier than 12 months prior to the closing date of the tender, confirming the following:
 - a. Annual Total Revenue of R10 million or less; and
 - b. Level of Black Ownership.
4. In the event that the tenderer is a Qualifying Small Enterprise as defined in the Codes of Good Practice promulgated in Gazette 36928 on 11 October 2013, as amended, the tenderer is required to submit with this tender a sworn affidavit certified by a Commissioner of Oaths, dated not earlier than 12 months prior to the closing date of the tender, confirming the following:
 - a. Annual Total Revenue of R50 million or less; and
 - b. Level of Black Ownership.

Tenderers are advised that any misrepresentation in the affidavits is a criminal offence. The tenderer is therefore advised to obtain a BEE Verification Certificate from a B-BBEE verification professional as defined in the Broad-Based Black Economic Empowerment Amendment Act 46 of 2013.

ATTACH PROOF TO THIS PAGE

A7: MUNICIPAL RATES AND TAXES

Greater Kokstad Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer and any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months/90 days.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the tender is being undertaken **and the** municipality in which their business address is recorded as per Companies and Intellectual Property Commission (CIPC) if different.

This serves to confirm that my **municipal rates and taxes are paid up to date and the following is attached:**

1. Copy of current municipal account for all Director/s and Company (must not be in arrears for a period longer than 90 days and not older than 90 days) or copy of lease agreement from the relevant authority if the director/s or company is leasing (lease agreement to be active and signed by both parties).
2. If the business is operated from the residence of one of the Director/s, an original affidavit, certified, must be submitted stating the address of the premises.
3. For any other arrangement that is not covered above, director/s must submit an original affidavit, certified clarifying the arrangement e.g. people residing in rural arrears etc. All affidavits must be original affidavits, certified. Affidavits must be signed by the company director/s

NB: Proof must be submitted for the company and each director, noting the required document for verification

ATTACH PROOF TO THIS PAGE IN TERMS OF THE ABOVE

A8: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE

The Tenderer shall attach the Proof of Registration with CIDB here. Where the tenderer is a Joint Venture or Consortium, they must attach the CIDB combined certificate for the respective entities, as calculated on the CIDB website.

**IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THEY
REFLECT AS "ACTIVE" ON THE CIDB'S ONLINE "REGISTER OF
CONTRACTORS" FOR THE DURATION OF THE TENDER VALIDITY
PERIOD. AN "INACTIVE" OR "SUSPENDED" REGISTRATION STATUS
WILL INVALIDATE THE TENDER.**

A9: CENTRAL SUPPLIER'S DATABASE REGISTRATION CERTIFICATE

The Tenderer shall attach the Proof of Registration with CSD here. Where the tenderer is a Joint Venture or Consortium, they must **all** attach the respective CSD registrations here. **Full registration report must be submitted with the tender and be printed not older than 7 days before the closing date of the bid)**

ATTACH PROOF HERE

A10: LETTER OF GOOD STANDING WITH COMPENSATION FUND (COID)

[NOTE: The tenderer's Workmen's Compensation Registration Certificate in accordance to the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, is to be attached here].

ATTACH PROOF HERE

A11: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes	No
4.1	Is the TENDERER or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the TENDERER or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the TENDERER or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

A12: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any TENDERER if that TENDERER or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO.: GKM 36-23/24
ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE GREATER KOKSTAD MUNICIPALITY
(Bid Number and Description)

in response to the invitation for the bid made by: **GREATER KOKSTAD MUNICIPALITY**

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of TENDERER)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the TENDERER to sign this Certificate, and to submit the accompanying bid, on behalf of the TENDERER;
4. Each person whose signature appears on the accompanying bid has been authorized by the TENDERER to determine the terms of, and to sign, the bid, on behalf of the TENDERER;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the TENDERER, whether or not affiliated with the TENDERER, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the TENDERER and/or is in the same line of business as the TENDERER
6. The TENDERER has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

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

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

A13: RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer and are attached hereto.

Addendum No.	Date	Title or Details
1		
2		
3		
4		
5		

PLEASE ATTACH TO THIS PAGE A COMPLETE COPY OF EACH ADDENDUM ISSUED.

NAME: POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Tenderer)

“FAILURE TO COMPLETE, SIGN AND DATE THIS FORM OR FAILURE TO ACKNOWLEDGE RECEIPT OF EACH ADDENDUM ISSUED OR FAILURE TO RETURN WITH THE TENDER SUBMISSION A COMPLETE COPY OF EACH ADDENDUM ISSUED SHALL RESULT IN THE TENDER BEING CONSIDERED NON-RESPONSIVE IN TERMS OF SUBCLAUSE F.3.8 OF THE CONDITIONS OF TENDER AND SUCH A TENDER SHALL BE REJECTED.”

A14: LABOUR INTENSIVE CONSTRUCTION (LIC) NQF LEVEL 5 OR 7 FROM CETA

The tenderer must demonstrate that they have in their employment suitable qualified management and supervisory personnel with an NQF 5 or 7 from a CETA accredited training provider in labour intensive construction.

ATTACH PROOF HERE

A15: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

[NOTE: this form must be completed concerning fulfilment of the construction regulations, 2014]

In terms of Regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	☐
NO	☐

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

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

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

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

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

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

5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

.....

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

YES	
NO	

7 The Tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COID).

The Tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at any time during the 36 months preceding the date of this Tender.

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ID NO:

2 ID NO:

T2.2: RETURNABLE SCHEDULES

The tenderer must complete and submit the following returnable schedules and documents:

Form	Returnable Schedules (Documents) that will be incorporated into the contract	Yes/No
B1	Certificate of Authority for Signatory	
B1.1	Certificate of Authority for Joint Ventures	
B1.2	Joint Venture Disclosure Form	

Form	Other Returnable Schedules (Documents)	Yes/No
B2	Schedule of Current Commitments	
B3	Forms for Functionality points	
B3.1	Company Experience	
B3.2	Schedule of plant and equipment	
B3.3	Proposed Key personnel	
B3.4	Quality Control Plan	
B3.5	EPWP Requirements	
B4	Certificate for Insurance Cover	
B5	Preliminary Construction Programme	
B6	Estimated Monthly Expenditure	
B7	Compulsory Enterprise Questionnaire	

[NOTE: Each form must be completed fully the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure to complete the schedules and forms to the satisfaction of the Employer will, inevitably, prejudice the tender and may lead to rejection claiming the tender is not responsive].

B1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

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

.....

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

.....

.....

*Delete whichever is inapplicable

NAME

SIGNATURE

DATE

NAME

SIGNATURE

DATE

WITNESSES

NAME

SIGNATURE

DATE

NAME

SIGNATURE

DATE

B1.1: CERTIFICATE OR AUTHORITY FOR JOINT VENTURES

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

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

Mr/Ms , authorised signatory of the company, close corporation or

partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note:

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

B1.2: JOINT VENTURE DISCLOSURE FORM (THIS IS REQUIRED IN ADDITION TO THE JV AGREEMENT)

GENERAL

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

1. JOINT VENTURE PARTICULARS

a) Name

.....

b) Postal address

.....

c) Physical address

.....

d) Telephone

.....

e) Fax

.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

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

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

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

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

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

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

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

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

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

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

- iii) Anticipated on-going capital contributions in Rands

- iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

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

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

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

a) Joint Venture cheque signing

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

d) Acquisition of lines of credit

.....

.....

.....

e) Acquisition of performance bonds

.....

.....

.....

f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

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

.....

.....

.....

.....

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

.....

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

10. PERSONNEL

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

TRADE/FUNCTION/DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NONAFFIRMABLE JOINT VENTURE PARTNERS

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

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

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

Signature.....

Duly authorised to sign on behalf of

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

B2: SCHEDULE OF CURRENT COMMITMENTS

NOTE:

1. The Tenderer shall list below all Contracts currently under construction or awarded and about to commence and Tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 Contracts and 20 Tenders. If a Tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.]

Table 1 Contracts awarded

Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Table 2 TENDERS NOT YET AWARDED

Client	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

B3: FORMS FOR FUNCTIONALITY POINTS

B3.1: COMPANY EXPERIENCE

[NOTE: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture]

The Tenderer shall list below the last ten electrical engineering contracts of a similar nature that they have been awarded. This information is material to the award of the Contract. The tenderer must also attach the Letter of Appointment, Completion Certificate and Reference letters for the respective projects.

EMPLOYER (Name, Tel and Fax number)	CONSULTING ENGINEER (Name, Tel and Fax number)	NATURE OF WORK (Brief summary with special mention of similarities with this project and Functionality Criteria)	VALUE OF WORK	YEAR OF COMPLETION

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

B3.2: SCHEDULE OF PLANT AND EQUIPMENT

Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted.

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

NAME: POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the tenderer)

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the Contract should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities. Form A3 will be used to evaluate the functionality of the submission. An organogram and employee CV's need to be appended to this form

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
CONTRACTS MANAGER	i. ii.	i. ii.
CONSTRUCTION MANAGER	i. ii.	i. ii.
FOREMAN	i. ii.	i. ii.

CURRICULUM VITAE OF KEY PERSONNEL (CONTRACTS MANAGER)
FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

SURNAME	:	
FIRST NAME(S)	:	
DATE OF BIRTH	:	
PROFESSIONAL REGISTRATION No.	:	
YEAR OF JOINING FIRM	:	
ENVISAGED ROLE IN PROJECT	:	
YEARS OF EXPERIENCE	:	
SUMMARY OF PROJECT RELATED EXPERIENCE		
Project Description		Project Role and Duties
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		

Client:		
Employer:		
Project name:		
Project Value:		
EDUCATION		
Year	Institution	Qualification Obtained
PROFESSIONAL REGISTRATION		
Institution		Registration Category
OTHER TRAINING & CERTIFICATION		
CERTIFICATION BY KEY PERSONNEL		
I, the undersigned, _____ certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. SIGNATURE: DATE:		

NAME: POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Tenderer)

CURRICULUM VITAE OF KEY PERSONNEL (CONSTRUCTION MANAGER)
FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

SURNAME	:	
FIRST NAME(S)	:	
DATE OF BIRTH	:	
PROFESSIONAL REGISTRATION No.	:	
YEAR OF JOINING FIRM	:	
ENVISAGED ROLE IN PROJECT	:	
YEARS OF EXPERIENCE	:	
SUMMARY OF PROJECT RELATED EXPERIENCE		
Project Description		Project Role and Duties
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		

Client:		
Employer:		
Project name:		
Project Value:		
EDUCATION		
Year	Institution	Qualification Obtained
PROFESSIONAL REGISTRATION		
Institution		Registration Category
OTHER TRAINING & CERTIFICATION		
CERTIFICATION BY KEY PERSONNEL		
I, the undersigned, _____ certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. SIGNATURE: DATE:		

NAME: POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Tenderer)

CURRICULUM VITAE OF KEY PERSONNEL (FOREMAN)
FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

SURNAME	:	
FIRST NAME(S)	:	
DATE OF BIRTH	:	
YEAR OF JOINING FIRM	:	
ENVISAGED ROLE IN PROJECT	:	
YEARS OF EXPERIENCE	:	
SUMMARY OF PROJECT RELATED EXPERIENCE		
Project Description		Project Role and Duties
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		

Client:		
Employer:		
Project name:		
Project Value:		
EDUCATION		
Year	Institution	Qualification Obtained
OTHER TRAINING & CERTIFICATION		
CERTIFICATION BY KEY PERSONNEL		
I, the undersigned, _____certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. SIGNATURE: DATE:		

NAME: POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Tenderer)

B3.4: QUALITY CONTROL PLAN

[The Tenderer shall attach the required document here.]

The Method Statement must respond to the Scope of Work and outline the proposed approach/ methodology including that relating to programme and method statement. Tenderers shall note that health and safety and environmental approach papers are submitted and evaluated on separate schedules with this tender but should be clearly referenced to. The Method Statement should state/indicate what value add the Tenderer will provide in achieving the stated objectives for the project.

The Tenderer must as such explain his/her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance and explain the technical approach he/she would adopt to address them. The Method Statement should explain the methodologies which are to be adopted and demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include reference to the quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The Tenderer must attach his/her approach paper to this page. The approach paper should be between 5 and 7 pages.

The scoring of the Tenderer's quality control procedures will be as per the criteria listed in C1.7.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

B3.5: EPWP REQUIREMENTS

a. Schedule of Labour Content

The Tenderer shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in Part E: Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors in terms of Part F: Small Contractor Development of the project specifications.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 60% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

Minimum required content of such local labour (%)

$$= \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{Subtotal 1* (excluding contingencies, contract price adjustment and VAT)})}$$

*Subtotal 1 is obtained from the Tender Summary under in the Bill of Quantities

The minimum required content of such local labour for this project shall be 7.71%.

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the value of Subtotal 1* (excluding contingencies, contract price adjustment and VAT) which is obtained from the Tender Summary under C2.2 Bill of Quantities, shall be used.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 60% Women, 55% Youth and 2% Disabled:

The minimum required content of such local labour for this project shall be calculated as follows:

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of person-days anticipated	Wage rate per person-day (excluding VAT) (Rand)	Total wage cost (excluding VAT) (Rand)
Contractor's local labour content				
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)				R
Subtotal 1* (excluding contingencies, contract price adjustment and VAT)				R
Hence anticipated local labour content expressed as a percentage of Subtotal 1* (excluding contingencies, contract price adjustment and VAT))				%
<i>Note: Should this percentage not equal or exceed the specified minimum percentage, the Tender will be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.</i>				
Specified minimum local labour content				7.71%

A penalty shall be applied to any shortfall in the local labour content achieved when measured against the specified minimum local labour content, as set out in Part E: Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

[NOTES:

- (1) Labour is defined as hourly paid personal
- (2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in CONTRACT DATA section.]

b. Name of Training Institution

Greater Kokstad Municipality will assess the proposed training and should it be in line with its current program, the same will be adopted. The municipality however reserves the right to formulate its own program or a combination of both, should the proposed training not be in line with its requirements.

Name of Program

Trainers Name	Qualification	Subject

[Notes:

(1) Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.]

The specifications as outlined in C.3.3 Particular Specifications of the SCOPE OF WORKS must be read in conjunction with this section.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause F.3.8 of the Conditions of Tender.

B4: CERTIFICATE FOR INSURANCE COVER

[NOTE: In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.]

The Tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
- Insurance for Works: Performance Guarantee **(the allowable minimum value for costs incurred by the Employer due to the failure of the contractor to execute the Contract is 10% of the award value)**
Company:
Value:
 - Insurance for Works: Retention Guarantee **(the allowable minimum to safeguard the Employer against latent defects and to incentivise the Contractor to complete the contract is 10% of the award value)**
Company:
Value:
 - General Public Liability **(the allowable minimum value is R10 000 000.00)**
Company:
Value:
 - Insurance for Contractor's equipment and works taken by the contractor
Company:
Value:
 - Insurance for Contractor's personnel
Company:
Value:
 - SASRIA
Company:
Value:

B5: PRELIMINARY CONSTRUCTION PROGRAMME

The Tenderer shall attach a preliminary programme, to this Form.

This programme shall:

- be in the form of a MS Projects Gantt chart reflecting the proposed sequence and tempo of execution of the various activities and the quantities including duration that will be carried out every week under each of the elements, comprising the work for this contract. A sample of a typical programme is attached to C.3.2 Particular Specifications of the SCOPE OF WORKS,
- indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed;
- be in accordance with the information provided in Form B4.2: Schedule of plant and equipment, Form B7: Estimated monthly expenditure, and with all other aspects of the Tender; and indicate planned working hours.

[NOTE: *The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]*

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

B6: ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amount for contingencies must not be included.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
	COMPLETION OF CONTRACT
TOTAL	R

NAME: POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Tenderer)

B7: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (a)
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct;

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

TABLE OF CONTENTS

PAGE NO.

C1.1: FORM OF OFFER AND ACCEPTANCE.....	3
C1.2: CONTRACT DATA.....	9
C1.3: PERFORMANCE GUARANTEE.....	17
C1.4: RETENTION MONEY GUARANTEE	20
C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993.....	22
C1.6: FUNCTIONALITY CRITERIA	24
C1.7 QUALITY CONTROL PLAN	25

C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

A: Offer

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

CONTRACT NO.: GKM 36-23/24: ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE GREATER KOKSTAD MUNICIPALITY

The Tenderer, identified in the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

Amount in Words.....
.....
.....

R..... (in figures).

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

For the Tenderer:

Signature:

Name:

Capacity:

Name and address of organisation:

.....

.....

.....

Signature and name of witness:

Signature:

Name:

Date:

This form is to be completed by the Employer only

B: Acceptance

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

The terms of the contract, are contained in

Part C1 Agreements and Contract Data, (which includes this Agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 authorised representative(s) of both parties.

The Tenderer shall within two weeks 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Employer:

Signature:

Name:

Capacity:

Name and address of organisation:

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

Signature and name of witness:

Signature:

Name:

Date:

This form is to be completed by the Employer and the successful tenderer only, upon acceptance of the successful tenderer's offer

C: Schedule of Deviations

Notes:

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

1	Subject:
	Details:
	
2	Subject:
	Details:
	
3	Subject:
	Details:
	
4	Subject:
	Details:
	

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the 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:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*
.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*
.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (3rd Edition 2015), (abbreviated title: "GCC 2015"), published by the South African Institution of Electrical Engineering, is applicable to this Contract and is obtainable from www.saiee.org.za.

Copies of these conditions of contract may be obtained from the South African Institution of Electrical Engineering (Tel 011- 487 3003).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of Clause 1.1:

"SCC 1.1.1.35 "Targeted Enterprise" means an enterprise as defined in Part B: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works."

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraph to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement."

SCC 6.2 Security

SCC 6.2.1 Delivery of security

In the last two lines of Clause 6.2.1, delete the words "the type of security for the due performance of the Contract, as selected in the Contract Data" and replace them with the words "a fixed performance guarantees as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer".

Delete the entirety of Clause 6.2.2 and replace it with the following:

"SCC 6.2.2 Contractor failing to provide security

If the Contractor fails to provide the required fixed performance guarantee within the time period stipulated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2."

SCC 6.2.3 Validity of performance guarantee

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued."

SCC 6.8.2 Application of the Contract Price Adjustment Factor

Add the following to the end of Clause 6.8.2:

"Referring to Clause 1 of the "CONTRACT PRICE ADJUSTMENT SCHEDULE" on page 86 of the GCC 2015, delete the paragraph describing the symbols "L", "P", "M" and "F", and replace it with the following:

"L", "P", "M" and "F" are defined as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index for the province as stated in the Contract Data as published in Table A of the Statistical release P0141 of Statistics South Africa.

"P" is the "Contractor's Equipment Index" and shall be the Producer Price Index for "Electrical engineering plant" as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for the "Building and construction - Electrical engineering" industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for "Diesel fuel wholesale - Total" as published in Table 4 of the Statistical release P0151 of Statistics South Africa."

Additional Special Conditions of Contract

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

SCC 1.1 Definitions

Delete the entirety of Clause 1.1.1.5 and replace it with the following:

"SCC 1.1.1.5 "Commencement Date" means the date 42 calendar days after the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect."

SCC 5.3 Commencement of the Works

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

"SCC 5.3.1 Commencement of the Works

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,

- SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and
- SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

SCC 5.3.2 Unacceptable documentation

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

SCC 5.3.3 Time to instruct commencement of the Works

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14-day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

C1.2.2: CONTRACT DATA (APPLICABLE TO THIS CONTRACT)

PART A: DATA PROVIDED BY THE EMPLOYER

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1	GENERAL
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.14	The time for achieving Practical Completion is 04 months from the Commencement Date, including non-working days and special non-working days.
1.1.1.15	The Name of Employer is GREATER KOKSTAD MUNICIPALITY
1.1.1.16	The Name of Employer's Agent is FMA ENGINEERS (PTY) LTD
1.1.1.26	Pricing Strategy: The Contract is to be a Re-measurement Contract.
1.2.1.2	Address of the Employer: Adam Kok III Building 75 Hope Street KOKSTAD 3610 Email address: Andiswa.Mahlaka@kokstad.gov.za Tel: +27 39 797 6674 Fax: +27 39 727 3676
1.2.1.2	Address of the Employer's Agent: 93 Zenith Drive, Umhlanga 4319 Email address: hayganc@thabaniprojects.co.za Tel: +27 10 226 9448 Fax: +27 86 480 5398
3	EMPLOYER'S AGENT
3.2.3	The Employer's Agent is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
4	CONTRACTOR'S GENERAL OBLIGATIONS
SCC 4.1.1:	The contract participation goal for local labour content is 7.71%. The penalty for failing to achieve the monetary value of the above target set by the Employer for local labour content in terms of Part E: Expanded Public Works Programme of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value. The contract participation goal for Targeted Enterprises is 30.0%.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	The penalty for failing to achieve the monetary value of the above target set by the Employer for contract participation by Targeted Enterprises in terms of Part F: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
5	TIME AND RELATED MATTERS
5.3.1 and 5.3.2	Where the Employer is not required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the Commencement Date: The documents required before commencing to carry out the Works: • Health and Safety Plan (refer to Clause 4.3) • Initial Programme (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Form C1.5 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications).
SCC 5.3.1 and SCC 5.3.2	Where the Employer is required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>56 days</u> from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect: The documents required before commencing to carry out the Works: • Health and Safety Plan (refer to Clause 4.3) • Initial Programme (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Form C1.7 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications). And: The documents required by the Employer to apply for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014: • Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA [CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)]; • Evidence that the contractor has made adequate provision for the cost of Health and Safety, i.e., Bill of quantities [CR 3(5)(b)(iii) read with CR 5(1)(g)]; • Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, viz., schedule of activities, relevant appointments and proofs of competency [CR 5(1)(h)]; • Valid Letter(s) of Good Standing for the appointed Principal Contractor(s) [CR 3(5)(b)(ii) read with CR 5(1)(j)].
5.8.1	The non-working days are Sundays.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
5.13.1	The penalty for failing to complete the Works is 0,05% of the Contract Sum per day up to a maximum of four thousand six hundred rands (R4,600.00) per day calculated in line with the Department of Public Works Procurement Documentation Guidelines.
5.14.1	The requirements for achieving Practical Completion are as stated in clause 1210 of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 Edition, as amended in clause B1210 in Part B of C3.2: Project Specifications where applicable.
5.16.3	The latent defects period is 12 Months.
6	PAYMENT AND RELATED MATTERS
6.2.1 and SCC 6.2.1	The security to be provided by the Contractor shall be: Fixed Performance Guarantee of 10% of the accepted Contract Sum.
6.5.1.2.3	The percentage allowance to cover overhead charges is 15%.
6.8.2 and SCC 6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The values of the coefficients for calculating the Contract Price Adjustment Factor are: a = 0.20 b = 0.35 c = 0.35 d = 0.10 The "Consumer Price Index" will be as for the Province of <u>KwaZulu-Natal</u> The base month is the month prior to the month in which the closing date for the tender falls. (Not applicable for this contract)
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% (subject to provision of Indemnity for Materials on Site) (Not applicable for this contract)
6.10.3	The percentage retention on the amounts due to the Contractor is 10% of Contract Sum. A retention guarantee in lieu of a cash retention is permitted.
6.10.4	Payment to sub-contractor for work completed must be made within 30 days of the submission of the invoice from the sub-contractor to the main contractor.
8	RISKS AND RELATED MATTERS

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum.
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000,00 (ten million Rand only) for any single liability claim. Liability insurance shall include spread of fire risk.
10	CLAIMS AND DISPUTES
10.5.3	The number of Adjudication Board Members to be appointed is one.
10.7.1	Dispute Determination shall be by Arbitration with the arbitrator chose by the sitting chairperson of the Association of Arbitrators Southern Africa NPC.
G1003 Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part G: Small Contractor Development	CONTRACT PARTICIPATION (b) Contract Participation Targets The Contract Participation Target for Targeted Enterprises is <u>30%</u>

PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR										
1.	GENERAL										
Clause 1.1.1.9:	Name of the Contractor:										
											
Clause 1.2.1.2:	Address of the Contractor:										
	<table> <tr> <td><u>Physical:</u></td><td><u>Postal:</u></td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> </table>	<u>Physical:</u>	<u>Postal:</u>								
<u>Physical:</u>	<u>Postal:</u>										
.....											
.....											
.....											
.....											
6.	PAYMENT AND RELATED MATTERS										
Clause 6.8.3:	The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls. Table 1 <table border="1"> <thead> <tr> <th>SPECIAL MATERIALS</th><th>UNIT*</th><th>RATE OR PRICE FOR THE BASE MONTH</th></tr> </thead> <tbody> <tr> <td>N/A</td><td>N/A</td><td>(NOT APPLICABLE)</td></tr> <tr> <td></td><td></td><td>.....</td></tr> </tbody> </table> * Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Signed on behalf of Tenderer:	SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH	N/A	N/A	(NOT APPLICABLE)				
SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH									
N/A	N/A	(NOT APPLICABLE)									
											

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

1. GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:
.....

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

"Expiry Date" means: (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

2. CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

3. GUARANTOR'S LIABILITY

3.1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

3.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

4.1 The Guarantor hereby acknowledges that:

4.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;

4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;

4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or

4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4.3; and

4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.

4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.

4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: RETENTION MONEY GUARANTEE

PRO FORMA

GREATER KOKSTAD MUNICIPALITY
75 HOPE STREET
KOKSTAD
4700

ISSUED TO: GREATER KOKSTAD MUNICIPALITY, represented by the Municipal Manager (hereinafter called "the Employer")

ON BEHALF OF [insert name of contractor]
(hereinafter called "the Contractor")

in connection with CONTRACT No.: **GKM 36-23/24 ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE GREATER KOKSTAD MUNICIPALITY** (hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at

[INSERT GUARANTOR'S FULL STREET
ADDRESS].....

..... or such other address in
[INSERT NAME OF COUNTRY] as we shall in writing notify to the Employer
and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such
in terms of the Contract.

2 The Engineer's certificates referred to in Clause 1 shall certify that:

- (a) he is the Engineer in office as such in terms of the Contract,
 - (b) the Contractor is in breach of his obligations under the Contract, and
 - (c) the amount demanded, which amount the certificate shall specify, does not exceed
- (i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,

(ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;

3 We shall within fourteen (14) days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at the employer's address as listed in the contract data or at such other address in the Republic of South Africa as the Employer shall in writing notify to us.

4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

5 Our aggregate liability under this guarantee is limited to

..... (R)

6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

7 This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this the day of 20.....

SIGNATURE :

CAPACITY :

ADDRESS :

:

:

AS WITNESSES: 1

2

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between GREATER KOKSTAD MUNICIPALITY (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
in his capacity as:

duly authorized to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No.: **GKM 36-23/24 ELECTRIFICATION OF INFORMAL SETTLEMENTS WITHIN THE GREATER KOKSTAD MUNICIPALITY** for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.6: FUNCTIONALITY CRITERIA

This section must be read in conjunction with Clause F3.11.9 in T1.2 TENDER DATA.

C1.6.1 Target Values - Tender Evaluation Criteria

The Procedure for the evaluation of responsive tenders is Method 2: Price and Preference. Quality (functionality) will be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of 60% in order to qualify for further evaluation.

Each evaluation criteria will be assessed in terms of five indicators and scores allocated according to the following:

C1.6.1.1: Schedule of work carried out by Tenderer

Company Experience - Form B4.1

C1.6.1.2: Schedule of plant and equipment

Schedule of plant and equipment - Form B4.2

C1.6.1.3: Proposed Key Personnel

Proposed Key Personnel - Form B4.3

Certified qualification certificates and ID copies of ALL key personnel must be attached and are required to claim any points.

The submitted CVs must be signed by the proposed personnel, as well as the Tenderer's authorized signatory, to claim points. The CV template is attached as FORM B4.3. This format MUST be used to claim points. The following shall also apply;

- a) CERTIFIED DOCUMENTS MUST NOT BE OLDER THAN 6 MONTHS.
- b) CERTIFICATION OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED.
- c) A COPY OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED.
- d) FAILURE TO ADHERE TO THE ABOVE REQUIREMENTS WILL RESULT IN NO SCORE BEING GIVEN.

C1.7 QUALITY CONTROL PLAN

Quality Control Plan - Form B3.4

Criteria	Sub-Criteria	Poor	Fair	Acceptable	Good
Quality Control Plan	Understanding of Complexity of the works	The tenderer has misunderstood certain aspects of the scope of work and has not dealt with the critical aspects of the project	The tenderer appears to understand the essential aspects of the scope of works but has not dealt with all the critical areas. All Milestones not indicated	The tenderer appears to understand the essential aspects of the scope of works and has dealt with all the critical areas. All stated milestones clearly indicated	Besides achieving an "Acceptable" score for the plan, important issues are dealt with in an innovative manner, indicating an excellent understanding of the complexities
	Due allowance in the preliminary programme for all aspects of construction	The preliminary programme omits important tasks or timing. There is a lack of clarity and logic in the sequencing	All key activities are included. There are minor inconsistencies between timing, project deliverables and the proposed approach	All key activities are included. There are no inconsistencies between timing, project deliverables and the proposed approach	Besides achieving an "Acceptable" score for the plan, decision points and timing of activities are very well defined, indicating an optimised use of resources.
	Plant and Equipment	Proposed plant is limited in capacity and is unlikely to meet the project requirements. Key plant is not immediately available and may have significant lead times	Plant and equipment to be used appears to be adequate and should be able to meet the project requirements. Key plant may have significant lead times	Plant and equipment to be used appears to be adequate and should be able to meet the project requirements. Key plant might have minimal lead times	The detailed plant list of equipment to be used ties up completely with the proposed methodology and majority of the plant is currently available.
	Methodology	The Methodology does not align with the scope of works and is unlikely to meet the project requirements	Methodology aligns with scope of work but isn't clearly defined and are unlikely to meet the project requirements	The methodology is adequate and should be able to meet the project requirements	The methodology statement provided is extensive and demonstrates that there will be no difficulty in meeting project requirements. The methodology correlates with the programme of works
	Quality Control Statement	Key issues of quality have not been addressed and the proposals are unlikely to meet the project requirements	The quality control statement is generic and will not meet the project requirements	The quality control statement, although mostly generic, should be able to meet the project requirements	Besides achieving an "Acceptable" score for the plan, detailed and innovative proposals have been developed to ensure high quality

TABLE OF CONTENTS

	PAGE NO.
C2.1 PRICING INSTRUCTIONS	PD. 2
C2.2 SCHEDULE OF QUANTITIES.....	PD. 5

C2.1 PRICING INSTRUCTIONS

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Electrical/Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Electrical/Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

Provisional Sum:

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

- 10 Payment for the Labour-Intensive Component of the Works:

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

11. Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

C2.2 SCHEDULE OF QUANTITIES

SUMMARY

ITEM		DESCRIPTION	PRICE
1	BILL 1	PRELIMINARY & GENERAL	
2	BILL 2	MV OVERHEAD LINE	
3	BILL 3	POLE MOUNTED TRANSFORMERS	
4	BILL 4	LV RETICULATION	
5	BILL 5	SERVICE CONNECTIONS	
6	BILL 6	DISMANTLING & ENVIRONMENTAL	
SUB TOTAL (excluding VAT)			
VAT			
TOTAL PRICE (including VAT)			

BILL 1 - PRELIMINARY & GENERAL

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
1	<u>Fixed Charge Items</u>				
1.1	Provision for compliance with all the General Conditions of Contract, Special Conditions of Contract, All necessary insurances required to adequately cover the works, Workmans Compensation, Travelling, Out-of-Town Allowance, Performance Guarantees, Maintenance and Guarantee periods, etc.	Sum	1		
1.2	Establish facilities on site. The Contractor shall provide a fenced space with fence (fence to be covered with shaded cloth, 80%) at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and secure storage space for all material including proper security guard house. This item will include the setting up and maintenance of an inventory management system (Kardex or similar). The Contractor shall allow into their pricing for either one site camp facility or multiple site camp facilities where required including all associated costs. All fencing dismantled or damaged during construction/installation will be re-instated to Engineers approval.				
	Facilities:				
	a) Offices & storage sheds	Sum	1		
	b) Establishment of staff accommodation, office accommodation on site for staff, site meetings and a separate office for the Client's Engineer & Clerk of Works including office furniture, uncapped wifi/internet facilities, A4 & A3 colour multifunction printers (scanner, copier & printer) and telephone / telefax and facilities. All the facilities shall full electrical supply, fully air-condition, fully furnished, office equipment as required, adequate lighting for these facilities in compliance with the OHS Act and SANS Codes.	Sum	1		
	c) Ablution & latrine facilities	Sum	1		
	d) Tools & equipment	Sum	1		
	e) Water supplies, electric power, gas, temporary services & communications The Contractor shall make their own arrangements for electricity, water, gas, telecommunications, temporary ablutions and welfare facilities for Contractor's Personnel and others including monthly maintenance. The Contractor shall make all necessary temporary connections and shall remove same and the temporary ablutions including other services by the date of the issue of the Taking/Hand-Over Certificate for the Works.	Sum	1		
1.3	Removal of all items indicated above upon completion of construction and making good and restoring of the Site/s to the satisfaction of the Client.	Sum	1		
1.4	Construction Name Board (The Contractor shall erect and maintain project signboards bearing the name of the project, the name and logo of the Client, the Consultant and the Contractor). Contractor to position Construction Name Boards as per Project Engineer's instruction. The Rate shall include for the supply & transporting of the Construction Name Boards from supplier workshop to the project site.	Sum	1		
1.5	Provision for Social facilitation, Chairing of Project Steering Committee meetings, etc	Sum	1		
1.6	<u>Materials</u>				
1.6.1	Receive from Eskom/Client store/s and take delivery, transportation to and off-loading on site/stores, the free-issue materials and material supplied by Eskom/Client/Contractor. The Contractor shall make allowance to receive, transport to site/stores, offload and stack the free-issue materials supplied to the contract as well as the material that is supplied by the contractor. The rate shall also include the implementation and maintenance of a Materials Management System for the duration of the contract.	Per delivery	1		Rate Only
1.6.2	Reconciliation and transportation of unused free-issue materials to Eskoms/Client stores. On Completion of the works as detailed in the specification, all unused Eskom/Client supplied free issue materials shall be reconciled and quantified using the correct material return to stores forms. Once authorised by the Client, the unused materials shall be loaded, transported to and off-loaded at the Eskom /Client store/s.	Per delivery	1		Rate Only
1.7	Construct a sample line and material board as per the drawings and specification by Eskom Technology & Quality Departmen	Sum	1		
1.8	Provision for the compilation of the Construction Programme, to be done in MS Project and updated on a fortnight basis and Quality Assurance Programme for the works. Provision for the compilation of weekly progress report with site pics and updated on a weekly basis as per Client/Engineer's satisfaction. Failure to do so may result in penalties being imposed onto the Contractor.	Sum	1		
1.9	3rd Party Insurance	L/Sum	1		
2	<u>Occupational Health, Safety & Environmental Requirements</u>				
2.1	Provision for Legal and Contractual Compliance.	Sum	1		
2.2	Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors.	Sum	1		
2.3	Provision of safety measures, e.g.. Fall arrest systems, shoring for safety purposes etc.	Sum	1		
2.4	Compliance with OH&S Act & Construction Regulations including any other Health & Safety obligations.	Sum	1		
2.5	Contractor shall produce their own Environmental Management Plan (EMP), DESD, Environmental Specification and Environmental Compliance. Allow for compliance with Eskom, Municipality and Environmental Specifications/Codes including project scope of works.	Sum	1		
2.6	Corona Virus PPE (Masks, Hand Sanitizes, etc) for all personel on site including vistors/non-staff members on site. Rate/price shall also allow for COVID19 procedures, policies and full compliance.	Sum	1		
4	<u>Outages and Outage Management</u>				
4.1	Contractors must allow for outages being done on week days, weekends, after normal working hours and public holidays. Responsible for the booking of outages and providing detailed breakdown of outage scope complete with time allocations to be handed to the Respective Eskom personel and Client Representatives prior to the outage. Contractor shall take full responsibility for the Outage Management Process. Contractor shall price for all risks under this item such as: outages being cancelled including any other reasons/risks.	Sum	1		
SUB TOTAL (BILL 1) PAGE 1 C/F					

BILL 1 - PRELIMINARY & GENERAL

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
SUB TOTAL (BILL 1) PAGE 1 B/F					
5	<u>Drawings - Drawings, As-builts Drawings and Information</u>				
5.1	As stated in the Bid/Tender document, the drawings submitted to tenderer are for information purposes only but not limited to. The Contractor will have to price in their pricing rate to undertake the design drawings for construction purposes submitted to the Client's Engineer for review. Contractor shall mark-up the construction drawings accordingly for the entire project. 3 x A0 colour sets of hard copy updated mark-up drawings shall be given to the Consultant. The Contractor shall also capture the mark-up hard copy drawings information onto the Microstation soft copy drawings and submit to the Consultant/Client as the approved set of as-builts. If it is found that the Contractor has not updated the drawings properly, then the Consultant/ Client will appoint his/he own resources to undertake the works, which the Contractor will be liable for this cost.	Sum	1		
6	<u>Existing Services</u>				
	Detection of existing services and relocation of services. Contractor shall price for all risks to ensure a functional working solution as per Client/Engineer's satisfaction.	Sum	1		
6	<u>Time Related Items</u>				
6.1	Operate and Maintain Facilities on Site				
	Facilities for Contractor:				
	a) Offices, stores & storage sheds	Month	6		
	b) Ablution & latrine facilities	Month	6		
	c) Tools & equipment including Plant	Month	6		
	d) Water supplies, electric power & communications	Month	6		
6.2	Provision of staff accommodation, office accommodation on site for site meetings and a Clerk of Works, office for the Engineer including office furniture, uncapped wifi/internet facilities, A4 & A3 printers and telephone / telefax and facilities.	Month	6		
6.3	Contract management and full time site supervision of the works				
	a) Contract Manager	Month	6		
	b) Site Manager / Supervisor Please note: The function of a Site Manager / Supervisor is a full time function therefore the appointed Site Manager / Supervisor is not allowed to perform any other functions.	Month	6		
6.4	Overhead costs	Month	6		
6.5	Full time Community Liaison Officer/s conversant in local cultural norms including cell phone/s allowance (in approval by Client, Ward Cllr and Community Representatives). Contractor shall price for all risks to accommodate one CLO or multiple CLO's as per community requirements ensure a functional working solution as per Client/Engineer's satisfaction.	Month	6		
6.6	Allowance for Trainee Technician / Student	Month	6		
6.7	Health & Safety Officer Contractor shall provide a competent Health & Safety Officer to ensure the safety of all individuals on site. The Health & Safety Officer is to ensure all construction and safety regulations are adhere to on site. The Health & Safety Officer shall adhere to the latest procedures as per Eskom & Clients specification and procedures. <i>Please note: The function of a Health & Safety Officer is a full time function therefore the appointed Safety Officer is not allowed to perform any other functions. Must be registered (No Candidates allowed) with SACPCMP as a Construction Health and Safety Officer (CHSO).</i>	Month	6		
6.8	Quality Officer Contractor shall provide a competent Quality Officer to ensure that the infrastructure is built to a high quality and adheres to latest quality checking procedures according to the Eskom specifications and Client requirements on site. The Quality Officer is to check all infrastructure built on site according to the contract and also ensure all that the Contractor's staff builds the infrastructure to the latest specification as per the Contract or instructed by the engineer construction. <i>Please note: The function of a Quality Officer is a full time function therefore the appointed Quality Officer is not allowed to perform any other functions.</i>	Month	6		
6.9	Security of the Site, Works & Installation Contractor shall provide security guard/s to ensure the construction site/s including offices, storage sheds and all material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day with a minimum of two guards at any given time with at least one armed guard at all times. The rate priced shall include for all risks and disbursements.				
6.9,1	Security Personnel During Day & Night	Month	6		
6.9,2	Security Personnel During Day/Night Armed including provision of vehicle to escort Client/ Client's Engineer and Representatives during inspections through out entire site/s.	Month	6		
7	<u>Compliance with the Requirements for the Expanded Public Works Programme (EPWP)</u>				
	Note: The reports are to be submitted with the contractors monthly invoice.				
7.1	Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports) as per Client requirements. To be updated and submitted once a month including all other documentation as per EPWP and Client Requirements.	Month	6		
8	<u>Wayleaves & Permits</u>				
	Obtain Wayleaves (National roads, Provincial/Local roads, Telkom, Transnet, any Other) and Permits	Each	5		
9	<u>Any additional items</u>				
	Any additional items that the Contractor deems necessary for the successful and total completion of the works and to ensure a functional work solution (Specify):				
9.1					
9.2					
9.3					
TOTAL (BILL 1)					

[illegible]

BILL 2 - MV OVERHEAD LINE

ITEM	DESCRIPTION	DWG NO.	UNIT	QTY	SUPPLY	INSTALL	TOTAL
SUB TOTAL (BILL 2) PAGE 1 C/F							
3	Wood Poles Supply & install, the unit rate shall include the transportation, materials & labour required to assemble and erect the following wood poles as per the structure drawing. <i>Excavations and compaction measured elsewhere.</i>						
3.1	(H) 10m Wood Pole - 180mm - 199mm Top Diameter	D-DT-0052	No	1			Rate Only
3.2	(J) 10m Wood Pole - 200mm - 219mm Top Diameter	D-DT-0052	No	1			Rate Only
3.3	(K) 11m Wood Pole - 160mm - 179mm Top Diameter	D-DT-0051	No	2			
3.4	(L) 11m Wood Pole - 180mm - 199mm Top Diameter	D-DT-0051	No	35			
3.5	(M) 11m Wood Pole - 200mm - 219mm Top Diameter	D-DT-0051	No	5			
3.6	(T) 12m Wood Pole - 180mm - 199mm Top Diameter	D-DT-0053	No	1			Rate Only
3.7	(U) 12m Wood Pole - 200mm - 219mm Top Diameter	D-DT-0053	No	20			
4	New Medium Voltage Anchors - General Arrangement Supply & install, the unit rate shall include the transportation, materials & labour required to assemble and install the following new anchor types as per the structure drawing. <i>Poles, excavations and compaction measured elsewhere.</i>						
4.1	MV Stay Assembly	D-DT-0341	No	59			
4.2	MV Strut Assembly	D-DT-0342	No	10			
4.3	MV Flying Stay Assembly	D-DT-0343	No	5			
5	Provisional Works as requested by Engineer						
5.1	For the services of an external Professional (Eskom accredited Surveyor, Professional ECSA Registered Structural, Civil, Geo-Technical, etc) for use and as requested by Client's Engineer		Provisional Sum	1	R 350 000.00		R 350 000.00
5.2	Handling cost and profit for item 5.1 for the Contractor.		%	350000	%		
6	BIL Lightning Downwire						
6.1	MV BIL Downwire	D-DT-0310	No	27			
7	Excavations & Compaction The unit rate shall include the determination of the pole and stay position, the hand/auger/compressor method excavation of the hole. The rate shall include the transportation, materials & labour required to backfill & compact to 93% MOD AASHTO density. Where necessary, the supply and installation of suitable imported soil. Soil may be mixed with cement at a ratio of 1/8 to achieve the specified compaction. The rate for the use of mechanical devices form part of normal excavations. All barricading to comply with the requirements of T&Q Procedure TQAPP043. (Pole Planting depths to be as per drawing D-DT-0332)						
7.1	1.7m Deep Pole hole for a 10m Wood Pole	D-DT-0330	No	2			
7.2	1.8m Deep Pole Hole for an 11m Wood Pole	D-DT-0330	No	42			
7.3	2m Deep Pole Hole for an 12m Wood Pole	D-DT-0330	No	21			
7.4	MV Stay Hole	D-DT-0350	No	59			
7.5	MV Flying Stay Hole	D-DT-0343	No	5			
7.6	MV Strut Hole	D-DT-0351	No	10			
7.7	Extra Over and Above items 6,1-6,6 for excavation of hard rock (provisional) All rock holes to be verified by the COWs/Project Engineer prior to excavation. The contractor is to provide adequate measures to ensure a rock hole be excavated to the correct depth to facilitate the correct infrastructure. Contractor shall priced for this item for all risks. No additional compensation will be granted besides the price for this item. Rate to include excavation, backfill and compaction. Note: No Blasting allowed.						
7.7,1	a) Rock excavations using non explosive methods		No	15			
8	Conductor Supply & install, the unit rate shall include the transportation, materials & labour required for the running out of, regulating of, tensioning & making off of the following conductor in accordance with the manufacturer / drawings. The rate to include the supply and installation of conductor line splicing (if required). Conductor to comply with Eskom standards. This shall include the laying out of conductors, stringing, initial & final tensioning and recording thereof, making off ends and jumpers etc.						
8.1	Conductor, AAAC 35 8.31D	D-DT-3136	m	1			Rate Only
8.2	Conductor, ACSR Fox 8.37D Ungreased	D-DT-3136	m	3 600			
SUB TOTAL (BILL 2) PAGE 2 B/F							

BILL 2 - MV OVERHEAD LINE

ITEM	DESCRIPTION	DWG NO.	UNIT	QTY	SUPPLY	INSTALL	TOTAL
SUB TOTAL (BILL 2) PAGE 2 C/F							
9	<u>Conductor Jumpers</u> Supply & install, the unit rate shall include transportation, labour & materials required to install jumpers between the overhead line and link base including between the links and transformer connection point. The rate shall include all material including Tap connector/non-tension joint, UV stabilised, low density polyethylene (LDPE) pipe, lugs but not limited to.						
9.1	6.3 - 9.0mm AAAC 35 Jumper Covered with LDPE Pipe	D-DT-3166 D-DT-3127 D-DT-3153 D-DT-3098	No	1			Rate Only
9.2	6.3 - 9.0mm Fox Jumper Covered with LDPE Pipe	D-DT-3166 D-DT-3127 D-DT-3153 D-DT-3098	No	90			
10	<u>Statutory Crossing Hardware</u> Supply & install, the unit rate shall include the transportation, materials & labour required to install, where specified / required, statutory crossing line hardware.						
10.1	Pistol Strain Clamp (3 bolt) 5.0mm - 16mm (Eberhardt Martin)	D-DT-7022	No	60			
10.2	31mm/kV, 10kN Capped porcelain post insulator	D-DT-3017	No	30			
10.3	Tie, Top Groove (road x-ing) Full Wrap - FOX/ 35	D-DT-3211	No	30			
10.4	Bird Flappers	D-DT-3053	No	40			
11	<u>Labelling & Signage</u> Supply& install, the unit rate shall include transportation, labour & materials required to install labels on auxiliary medium voltage structures. Eskom Standards: KZN16SGS017 & 240-82737065						
11.1	Link Identification Label	TQCSS005	No	35			
11.2	Danger Sign (Electrical safety) 150 x 150 x 0.6mm	D-DT-3202	No	35			
11.3	MV Pole labelling (150mm long x 25mm wide x 0.9mm thick)	D-DT-3049	No	65			
12	<u>Anti-Climbing Device</u> Supply & install, the unit rate shall include transportation, labour & materials required to install anti-climbing devices on: 1) All Equipment Structures, 2) All MV Strut Assemblies, and 3) All Easy-Climbable MV Stay Assemblies (to be verified by the Clerk of Works/Engineer prior to installation)						
12.1	Anti-Climbing Device, Galvanised Barbed Wire Helically Wound around structure for 1m length of the pole/stay. Contractor shall incorporate into their pricing for the actual length of Barbed Wire used according to the pole diameter. To price for all risks.	D-DT-3170 D-DT- 0399	No	74			
13	<u>Ancillary Line Hardware</u> Supply & install, the unit rate shall include the transportation, materials & labour required to install, where specified / required, ancillary line hardware.						
13.1	Spiral Vibration Damper - Fox/35 (8,29mm - 11,71mm)	D-DT-3175	No	18			
14	<u>Any additional items</u> Any additional items that the Contractor deems necessary for the successful and total completion of the works and to ensure a functional work solution (Specify):						
14.1							
14.2							
14.3							
14.4							
14.5							
TOTAL (BILL 2)							

BILL 3 - POLE MOUNTED TRANSFORMERS

[illegible]

ITEM	DESCRIPTION	DWG NO.	UNIT	QTY	SUPPLY	INSTALL	TOTAL
SUB TOTAL (BILL 3) PAGE 1 C/F							
4	Earthing - Crowfoot Supply & install, the unit rate shall include transportation, labour & materials required for the complete earthing of a transformer structure including the connections, excavation & backfilling of the earth trenches. Contractor shall price for a full functional solution as per Eskom Standards and specifications. The rate shall include an earth resistance test for both MV & LV.						
4.1	MV Earth at Transformer	D-DT-0627	No	11			
4.2	LV Earth at Transformer	D-DT-0627	No	11			
5	Conductor Jumpers Supply & install, the unit rate shall include transportation, labour & materials required to install jumpers between the overhead line and transformer. The rate shall include a Tap connector/non-tension joint, UV stabilised, low density polyethylene (LDPE) pipe and a new lug to secure the jumper to the transformer bushing.						
5.1	6.3 - 9.0mm AAAC 35 Jumper Covered with LDPE Pipe	D-DT-3166 D-DT-3127 D-DT-3153 D-DT-3098	No	1			Rate Only
5.2	6.3 - 9.0mm Fox Jumper Covered with LDPE Pipe	D-DT-3166 D-DT-3127 D-DT-3153 D-DT-3098	No	30			
6	Labelling & Signage Supply & install, the unit rate shall include transportation, labour & materials required to install labels on auxiliary medium voltage structures.						
6.1	Transformer Identification Label	TQCSS005	No	11			
6.2	Danger Sign (Electrical safety) 150 x 150 x 0.6mm	TQCSS005	No	11			
7	Anti-climbing Device (Galvanised Barbed Wire Helically Wound) Supply & install, the unit rate shall include transportation, labour & materials required to install anti-climbing devices on auxiliary medium voltage structures as depicted on auxiliary drawings.						
7.1	Anti-Climbing Device, Galvanised Barbed Wire Helically Wound around structure for 1m length of the pole/stays/struts. Contractor shall incorporate into their pricing for the actual length of Barbed Wire used according to the pole diameter. To price for all risks.	D-DT-3170 D-DT- 0399	No	11			
8	Wood Poles Supply & install, the unit rate shall include the transportation, materials & labour required to assemble and erect the following wood poles as per the structure drawing.						
8.1	(F) 9m Wood Pole - 200mm - 219mm Top Diameter	D-DT-0052	No	2			
8.2	(J) 10m Wood Pole - 200mm - 219mm Top Diameter	D-DT-0052	No	11			
8.3	(M) 11m Wood Pole - 200mm - 219mm Top Diameter	D-DT-0051	No	2			
9	Excavations & Compaction The unit rate shall include the determination of the pole and stay position, the hand/auger/compressor method excavation of the hole. The rate shall include the transportation, materials & labour required to backfill & compact to 93% MOD AASHTO density. Where necessary, the supply and installation of suitable imported soil. Soil may be mixed with cement at a ratio of 1/8 to achieve the specified compaction. The rate for the use of mechanical devices form part of normal excavations. All barricading to comply with the requirements of T&Q Procedure TQAPP043. (Pole Planting depths to be as per drawing D-DT-0332)						
9.1	1.5m Deep Pole hole for a 9m Wood Pole	D-DT-0330	No	2			
9.2	1.7m Deep Pole hole for a 10m Wood Pole	D-DT-0330	No	11			
9.3	1.8m Deep Pole Hole for an 11m Wood Pole	D-DT-0330	No	2			
9.4	Extra Over and Above items 9,1-9,3 for excavation of hard rock (provisional). All rock holes to be verified by the COWs/Project Engineer prior to excavation. The contractor is to provide adequate measures to ensure a rock hole be excavated to the correct depth to facilitate the correct infrastructure. Contractor shall priced for this item for all risks. No additional compensation will be granted besides the price for this item. Rate to include excavation, backfill and compaction. Note: No Blasting allowed.						
9.4,1	a) Rock excavations using non explosive methods		No	10			
10	Any additional items Any additional items that the Contractor deems necessary for the successful and total completion of the works and to ensure a functional work solution (Specify):						
10.1							
10.2							
10.3							
TOTAL (BILL 3)							

BILL 4 - LV RETICULATION

[illegible]

ITEM	DESCRIPTION	DWG NO.	UNIT	QTY	SUPPLY	INSTALL	TOTAL
SUB TOTAL (BILL 4) PAGE 1 C/F							
5	LV Voltage Fuse Switch Units (incl. Bracket and Fuses) Supply & install, the unit rate shall include the transportation, materials and labour required to fit a 160A frame size 3, pole mounted on-load fused disconnecting switch, the fused switch shall be supplied complete with the pole mounting bracket, nuts bolts, washers etc for securing the unit to a wooden pole. Fuses shall be supplied with the fused switch unit, as per the fuse ratings indicated below. The unit rate shall also allow for the supply, connection and installation of suitable jumpers between the fuse unit and the transformer and the connection of the ABC overhead line. Allow for the complete supply and installation of LV fused switch units for LV distributor at the transformer installation as per D-DT 3182.						
5.1	On load disconnecting fused unit c/w 63A fuses	D-DT 3182	No	52			
5.2	On load disconnecting fused unit c/w 80A fuses	D-DT 3182	No	20			
5.3	On load disconnecting fused unit c/w 120A fuses	D-DT 3182	No	10			
6	Pole Top Box Supply & install, as per the Eskom DT standards D-DT 0180 & D-DT 0305, the unit rate shall include the transportation, materials and labour required to fit a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniature circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to aerial bundle conductor, insulation piercing connectors, grommets and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the aerial bundle conductor. Bare neutral connection to be done with a double PG clamp.						
6.1	Box,Pole Top Split Meter 2 - Way 50A	D-DT-3055	No	1			Rate Only
6.2	Box,Pole Top Split Meter 4 - Way 50A	D-DT-3055	No	400			
6.3	Box,Pole Top Split Meter 8 - Way 2 x 50A	D-DT-3055	No	100			
6.4	PADLOCK, ST LV MASTER KZNOU (SAP: 187152)	D-DT-6050	No	500			
7	Excavations & Compaction The unit rate shall include the determination of the pole and stay position, the hand/auger/compressor method excavation of the hole. The rate shall include the transportation, materials & labour required to backfill & compact to 93% MOD AASHTO density. Where necessary, the supply and installation of suitable imported soil. Soil may be mixed with cement at a ratio of 1/8 to achieve the specified compaction. The rate for the use of mechanical devices form part of normal excavations. All barricading to comply with the requirements of T&Q Procedure TQAPP043. (Pole Planting depths to be as per drawing D-DT-0332)						
7.1	1.3m Deep Pole Hole for an 7m Wood Pole	D-DT-0330	No	405			
7.2	1.5m Deep Pole Hole for an 9m Wood Pole	D-DT-0330	No	45			
7.3	LV Stay Hole	D-DT-0350	No	339			
7.4	LV Strut Hole	D-DT-0351	No	17			
7.5	Extra Over and Above items 7,1-7,4 for excavation of hard rock (provisional). All rock holes to be verified by the COWs/Project Engineer prior to excavation. The contractor is to provide adequate measures to ensure a rock hole be excavated to the correct depth to facilitate the correct infrastructure. Contractor shall priced for this item for all risks. No additional compensation will be granted besides the price for this item. Rate to include excavation, backfill and compaction. Note: No Blasting allowed.						
7.5.1	a) Rock excavations using non explosive methods		No	96			
8	Anti-Climbing Device (Galvanised Barbed Wire Helically Wound) Supply & install, the unit rate shall include transportation, labour & materials required to install anti-climbing devices (galvanised barbed wire helically wound) on: 1) Auxiliary Low Voltage structures as depicted on the structure drawings, and 2) All easy climbable structures (including stay and strut assemblies). Note: to be verified by the Clerk of Works/Engineer prior to installation.						
8.1	Anti-Climbing Device, Galvanised Barbed Wire Helically Wound around structure for 1m length of the pole/stays/struts. Contractor shall incorporate into their pricing for the actual length of Barbed Wire used according to the pole diameter. To price for all risks.	D-DT-3170 D-DT- 0399	No	17			
SUB TOTAL (BILL 4) PAGE 2 B/F							

BILL 4 - LV RETICULATION

ITEM	DESCRIPTION	DWG NO.	UNIT	QTY	SUPPLY	INSTALL	TOTAL
SUB TOTAL (BILL 4) PAGE 2 C/F							
9	<u>Labelling & Signage</u> Supply & install, the unit rate shall include transportation, labour & materials required to install labels on structures as set out in the Specification (ESKASAANO) (KZN16SGS017) & (240-82737065) or as depicted on the drawings.						
9.1	Warning Fuse Label	TQCSS005	No	11			
9.2	Feeder Maximum Fuse Label	TQCSS005	No	11			
9.3	Transformer Max Maximum Fuse Label	TQCSS005	No	11			
9.4	Pole Top Box (PTB) Phase Label	TQCSS006	No	500			
9.5	Danger Sign (Electrical safety) 150 x 150 x 0.6mm	D-DT-3202	No	22			
9.6	LV Pole labelling	D-DT-3049	No	450			
10	<u>Any additional items</u> Any additional items that the Contractor deems necessary for the successful and total completion of the works and to ensure a functional work solution (Specify):						
10.1							
10.2							
10.3							
10.4							
10.5							
TOTAL (BILL 4)							

BILL 5 - SERVICE CONNECTIONS

[illegible]

BILL 6 - DISMANTLING & ENVIRONMENTAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	<u>Dismantling</u> The unit rate shall allow for the complete dismantling and recovering of existing overhead line, hardware, assemblies, transformers and the removal of all poles and anchors, etc. The rate shall include the backfilling and compaction of excavations, and where necessary, the supply and transportation of suitable ground as may be required to achieve the desired compaction. Any damage to existing services shall be made good by the contractor at his own expense and to the approval of the Consultant. Contractor shall price for all risks.				
1.1	Dismantle existing Three phase MV line, including poles and anchors (Route Length)	m	150		
1.2	Dismantle existing Phase-Phase phase MV line, including poles and anchors (Route Length)	m	300		
1.3	Dismantle existing LV line, including poles and anchors (Route Length)	m	3000		
1.4	Dismantle existing Transformer 16kVA - 200kVA including associated hardware	each	7		
2	<u>Transportation & Disposal</u> The Contractor shall remove all scrap, dismantled, waste, debris and/or unused materials from site and allow for the temporary storage thereof within the construction site camp. At appropriate intervals scrap/redundant materials shall be quantified and once authorised by the Clerk of Works/Consultant, transported to Municipality/Eskom Stores as requested by Engineer for the disposal thereof using the correct return to stores forms.				
2.1	Removal, temporary storage and transportation of scrap/unused materials	Sum	1		
3	<u>Environmental</u>				
3.1	Bush Clearing & Permit Application The unit rate shall allow for the complete permit application process to the respective environmental authorities, appoint a Vegetation/Botanist specialist to identify if the trees/area is protected, appoint an Eskom approved bush clearing contractor to undertake bush clearing in the areas affected by the Construction works to ensure a functional working solution. Contractor to factor into their pricing for any site rehabilitation, bush clearing, tree cutting, permit applications, etc required as per Client/Engineer. Please note: Contractor is to price for all risks and will be liable for any fines if the correct process is not followed accordingly.	Sum	1		
4	<u>Any additional items</u> Any additional items that the Contractor deems necessary for the successful and total completion of the works and to ensure a functional work solution (Specify):				
4.1					
4.2					
4.3					
TOTAL (BILL 6)					

PART C3: SCOPE OF WORK

TABLE OF CONTENTS

	PAGE
NO.	
C3.1: SCOPE OF SERVICES.....	SW. 3
C3.1: STANDARD SPECIFICATIONS	SW. ERROR! BOOKMARK NOT DEFINED.
C3.2: PROJECT SPECIFICATIONS.....	SW. ERROR! BOOKMARK NOT DEFINED.
C3.3: PARTICULAR SPECIFICATIONS	SW. 7

C3.1: SCOPE OF SERVICES

Description of the Works

C3.1.1 Executive Summary

Greater Kokstad Municipality invites bids from suitably qualified and experienced Electrical Engineering Contractors approved for ESKOM MV/LV works in the ESKOM Eastern Region for the electrification of houses (infills and greenfield) in the following areas but not limited to:

- **Horseshoe Grounds:** -30.540733558950024, 29.451855699284646
- **Egoli:** -30.54470782064693, 29.447694802364936
- **Emoyeni:** -30.54325855228246, 29.44149443900302
- **Chocolate City:** -30.547222563600805, 29.44781900103946
- **Marikana:** -30.537652722419196, 29.433508786395183

The project is located in different rural settlements of the Greater Kokstad Municipality, KwaZulu-Natal. The number of connections identified is estimated **500 connections** which comprises a combination of greenfield and infills connections which fall under the **Greater Kokstad Municipal** network infrastructure and Eskom network infrastructure.

C3.1.2 Overview of the Works

This contract covers the supply, insurance, delivery, transport, handling, storing, erection, aligning, supporting, connection, commissioning and handing over in complete working order, survey, engineering related services, providing as-built drawings, electrical equipment and other equipment described in greater details elsewhere in this document and/or shown on drawings for information only and set out in the bills of quantity and as described below:

MV Design Philosophy

Medium Voltage supply consists of three phase and phase/phase MV Overhead conductor and may involve MV cable if require by Client. The MV Design Philosophy will be in accordance with the latest Eskom KZN OU Standards, Specifications, Procedures, etc.

The MV & LV Design Philosophy will be in accordance with the latest Eskom KZN OU Standards, Specifications, Procedures, etc. The onus is on the Tenderer/Contractor to ensure that they have access to the Eskom DT Website.

Low Voltage parameter as per NRS 034 unless otherwise advised by Eskom/Client during Construction Phase.

ADMD	1.00 kVA per stand
Supply voltage	415/240 Volt
Regulation	+/- 10% Service connection (max.) 20Amp

Transformers

New transformers to be installed will be as per Eskom Standards, Specifications, Procedures, etc.

Mini-Substations and Ring Main Units (RMU's) if applicable

New Mini-Substations and RMU's to be installed will be as per Eskom Standards, Specifications,

Procedures, etc.

MV Overhead Line and Structures

MV Overhead Line and Structures to be installed will be as per Eskom Standards, Specifications, Procedures, etc.

***Kindly Refer to specification on Protection philosophy: Rural Distribution Feeders
Reference number: SCSAGAAE8 or latest Eskom specification.***

N.B: The transformer will not be loaded more than 70%.

All MV structures shall be constructed in accordance with Eskom Medium Voltage Distribution Standard and specifications (Latest revision).

Low Voltage Design

The low voltage feeders shall be single phase; dual phase and three phase aerial bundle conductors with insulated neutral and shall be 35mm² and 70mm² only. The conductors shall be adequate for final designs.

All LV structures shall be constructed in accordance with Eskom Low Voltage Distribution Standard and specifications (Latest revision).

Service Connections

All customers will be connected with a 20 Amp supply. Service connections are to be installed with 6mm² Airdac from a 4-way and 8-way distribution pole top box. The Airdac used on all new services shall be installed without joints from the pole-top distribution box into the standard passive unit base, which is mounted in the customer's premises.

Customer Connections

All services shall be in accordance with Eskom Distribution Services Standards, Procedures and specifications (Latest revision).

The respective MV & LV lines, transformers, auxiliary equipment and house services connections, are to be supplied, constructed, commissioned, tested, energized, and handed over to the Municipality/Eskom. The quality of work is to be audited by the contractor, before being inspected by the Project Manager or his representative, Clerk of Works and CNC/Munic Depot.

C3.1.3 Drawings

C3.1.3.1 Drawings

The drawings that form part of the Bid document shall be used for Tender purposes only. The drawing/s submitted to tenderer is for information purposes only but not limited to. The Contractor will have to price in their tender submission pricing to undertake the design drawings for construction purposes in MicroStation drawing format including retic master voltage drop simulation studies unless otherwise stated by the Client/ Engineer. All the information produced/supplied by the Tenderer/Contractor shall be the intellectual property of the Client. All drawing information shall be supplied to the Engineer in Microstation drawing dgn format version V8i and the voltage drop simulation studies in retic master format in version 22. The pricing shall also include any necessary survey works in picking the existing infrastructure on site including any field work and any other design work required to produce the above mentioned required info for Construction and as per Engineer's requirements.

C3.1.3.2 As-built drawings and Information

All information in possession of the contractor that is required by the Engineer in order to complete the as-built drawings (A0 colour hard copies x 3 sets with back ground image, soft copy drawings in pdf and Microstation drawing dgn format), all test certificates, inspections & quality checking info as per Eskom & Client requirements and to prepare a completion report for the employer must be submitted to the Engineer before a Certificate of Practical Completion will be issued for the works.

C3.1.3.3 Surveying

The Contractor must use the services of, or employ a competent engineering Eskom accredited surveyor to undertake all survey and statutory approval works and to ensure that the specified tolerances are adhered to.

Payment for the survey and statutory approval works will be deemed inclusive in the rates and no additional payment will be made in that regard.

No beacons, reference pegs, corner pegs, bend point pegs, etc. may be disturbed or removed without the prior consent of the Engineer.

C3.1.4 Description of the works

The project includes the following aspects:

- The erection of the installation, as per the approved design
- The testing and commissioning of the entire installation
- The provision of acceptable marked up signed, stamped and dated “as-built” drawings, sag and tension charts, compliance and hand over procedure.
- Making good of house walls where ready board has been installed.
- The handing over of the installation in a working order with all the necessary administration
- The contractor will fix marketing labels, provided by the Contractor’s Marketing Agent, as per the labelling standard, TQCSS005 or the latest revision / Municipality Standard.
- Completing of PCS file for uploading of connections to be done immediately after energization and registering of all connected customers on the Eskom/Municipality customer management system within 7 days after energization.
- Sealing of all installed customer meters
- The completion of all the necessary administration work in providing the works. (SACS, Planning, Survey, Project Engineering)
- Installation certificate to be completed by a competent resource and to be submitted within 7 days after energization.

C3.2 HEALTH AND SAFETY RISK ASSESSMENT

The below mentioned is for information purposes to assist the Tenderer/Contractor however the onus is on the Tenderer/Contractor is to undertake their own risk assessment of the site/s and adhere to the latest Construction regulations, statutory requirements, Health & Safety requirements, Environmental requirements, SANS codes, Eskom Standards, Procedures and Specifications, etc.

The following risks have been identified at project design stage:

- Working in close proximity of existing overhead lines.
- Working on uneven terrain presenting risks of falls.
- This is a residential built up area and there are possible public liability risks.
- Ergonomic risks from working on elevated positions
- Weather related risks as temperatures can be extreme
- Hi-jacking risks
- Most parts of the area have explored rocks, earthing of Transformers and general work may pose a challenge.

C3.2.1 STATUTORY REQUIREMENTS

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

- a) The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulation of 2003
- b) The principles of the Distribution Standards (Eskom)
- c) The requirements of the relevant Eskom standards in force at the time of tender i.e. Distribution Standards
- d) The Construction Regulations under Government Gazette No. 25207 of 18 July 2003.

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the tender.

All tenderers must submit a Health & Safety Plan available to Eskom Risk/Municipality for evaluation on acceptance of tender or provide relevant documentation indicating accreditation.

C3.2.2 Guarding, Barricades, Lighting and Traffic Intersections

The Contractor must arrange guarding, barricades, lighting and traffic intersections for work in public roads and the respective areas of the site works. This arrangement must comply with the applicable Road Traffic Ordinance, the requirements of the Occupational Health and Safety Act (Act 85 : 1993) and the project specification.

C3.2.3 Protection of Structures

In cases where work has to be done in the vicinity of buildings, bridges, tanks or other structures, the

Contractor must take all the necessary precautions as required by the Occupational Health and Safety Act (Act 85 : 1993) and the Mines and Industries Act of 1956, (Act 27 : 1956). These precautions shall include shoring where necessary, to ensure the safety of structures which is subject to danger during installation.

C3.2.4 Protection of Surface and Underground Services

The Contractor must take all the necessary precautions to detect & protect all existing services (meaning services on the site) and he will be held responsible for all damages to these services, caused by his activities and shall be repaired at the Contractor's cost.

C3.2.5 COMPLIANCE WITH ACT

The complete installation shall be in accordance with the Occupational Health and Safety Act (Act 85, 1993). The Contractor's attention is drawn to the requirements of SANS 10142 Part 2 and the Contractor must have a registered person in employment to act as his Engineer and sign off the required documentation.

C3.3 Material

All materials are to be supplied and delivered by the contractor for safe keeping on site unless otherwise stated or instructed by the Client.

Transport for collecting of materials and off-loading is for the Contractors account.

Transport for returning of All the Eskom or Municipalities surplus and dismantled materials are for the Contractors account.

Items for The Works Supplied by the Municipality received from Eskom (Applicable if required)

The following material will be supplied to the Contractor as the work conducted is under the jurisdiction as an Eskom Operations and Licensed area:

SAP NO.	QUANTITY	DWG. NO.		DESCRIPTION

Materials supplied by Eskom, marked "collect" must be collected from Eskom Stores.

The Municipality representative and the Contractor shall sign the Goods Issue Document at collection as a declaration that;

- The quantities are correct as specified on the Good Issue Document
- The quality of material is acceptable
- Any discrepancies found shall be noted in the remarks column and co-signed by the Municipality representative

- Municipality representative and the Contractor

MATERIALS SUPPLIED ARE:

All other materials associated with the completion of the project as per the bill of quantities.

The Storekeeper shall action these remarks

The Contractor is responsible to store and safeguard the material on site.

All material received shall be neatly stored in clearly defined areas to facilitate checking of quantities and quality. Receipt slips shall be forwarded to the Project Manager on collection and a record shall be kept on site of the total quantities of material received. Such records will be subject to audit by the Department of Energy. The Client/Municipality will not be held responsible for any construction delays resulting from loss of material.

All surplus material, including off-cuts of phase and earth conductors shall be collected by the Contractor on completion of each scheme and returned to Client/ Municipality's Operational Store.

Loss, theft or damage to material supplied by Client/Municipality while under the Contractors control shall be for the account of the Contractor. The risk in the material shall pass from Client/Municipality to the Contractor on receipt by the Contractor.

The Contractor shall have no claim against Client/Municipality in respect of delay and disorganization of work due to late deliveries of materials to Client/Municipality Stores or railheads for reasons beyond the control of Client/Municipality.

It is the Contractors responsibility to ensure that delays in deliveries of materials are brought to the notice of Client/Municipality 's Project Manager immediately.

The Contractor shall maintain a record of material receipts, on hand and where used at the storage premises at all times.

The Project Manager shall be allowed free access to audit and inspect such site stores.

The Contractor shall ensure that all materials required for the completion of this Works, shall be timeously ordered and delivered. A minimum of 14 (fourteen) days' notice on a dispatch request form is required by Eskom for the preparation of each batch of materials to be delivered. The Contractor will nevertheless compile a detailed delivery schedule depicting types and quantities of materials and the dates on which such materials shall be available for collection.

The Contractor shall note that materials shall be specified in terms of standard assembly drawings as contained in the Eskom Distribution Standard.

The Contractor shall nominate a responsible person for receiving of material from Client/Municipality Stores. The nominated person shall collect materials personally and shall present identification to Municipality's requirements.

At the end of the contract period, all Free-issue surplus material shall be returned to the Municipality's Operational Store(s) from where they originated unless otherwise instructed by the Client.

No person shall be allowed or permitted access to the material storage area without the written consent of the Project Manager.

The Contractor shall not release any material received by this store to any person, including Municipality personnel, without the written permission of the Project Manager. In the event of such permission being granted, date, time, quantity and recipient shall be noted, and signed for the person removing the material.

Copies of receipt/delivery slips shall be forwarded to the Employer's representative on receipt and a record shall be kept on site of the total quantities of material received. Such records will be subject to audit by the Employer's representative. The Employer will not be held responsible for any construction delays resulting from loss of material.

If meters are mislaid on a project, the *Contractor* must immediately notify the *Employer* of the loss. The *Contractor* will be liable to the *Employer* for all meters that are mislaid or lost on the project. The *Employer* will deduct an all-inclusive cost of R 3000.00 (excluding VAT) per meter from the payments due and / or retentions held.

“Contractors are at all times fully accountable for meters commissioned illegally or service connections completed illegally, for financial compensation or not, whether the connections were completed by their staff or by others. The contractor will not be relieved of his accountability based on whether the staff *introduced and employed for Eskom work is of temporary or permanent* nature. Any illegal activity that is uncovered that is as a result of a particular contractor's staff will result in the contractor and the staff being liable and being penalized, charged and possibly prosecuted.”

C3.4 Meetings

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

Meeting	Frequency
Site Inspection (Quality Assurance)	twice a month
Site Meetings	twice a month
Pre-Energising commissioning	once/ per zone/ per section area
Project Closing Out Meeting	once
Final Hand-over	once
Safety meeting	once a month
Feedback meetings	once a month

C3.5 Recording of Tests/ Safety Data

The Appointed Contractor should provide the books / manuals for recording the above data.

C3.6 Program

C3.6.1 Key Dates

Survey Works	To Be Submitted 1 Week After Appointment Letter
Construction to Commence	1 Week After Appointment
Construction Completion	4 Months from Appointment
Energising of all connections	4 Months from Appointment
Handover, CRP data. As-built drawings	End of June 2024

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

C3.6.2 Documents, Liaison and Reporting

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

Thabani Projects (Pty) Ltd.
93 Zenith Drive, Umhlanga
4319

ATTENTION: **Mr. Haygan Chetty**
Tel: 071 071 2932
Fax: 086 480 5398
Email: hayganc@thabaniprojects.co.za

(b) *Original* invoices to be sent to (Hand Delivered):
CLIENT/MUNICIPALITY - GREATER KOKSTAD MUNICIPALITY
75 Hope Street
Kokstad
4700

ATTENTION: **Mr. Tendai Bere**
Telephone No: 039 797 6000
Fax No: 039 727 3676
E-mail: tendai.bere@kokstad.gov.za

- (c) Reporting Requirements:

A weekly progress report containing:

- Executive summary
- Performances to date
- Matters Arising
- Upcoming planned duties
- Conclusion/ recommendations
- Overall performance of Contractor
- Etc.

The above has to be sent to the above-mentioned *Employer's Agent*, every Friday.

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

Physical progress on all aspects of the project every Friday before 15h00.

The Employer's Agent will discuss the format and definitions with the Contractor.

- (d) Payments:

The assessment for work done on site will be on the 15th and last day of each month.

The Contractor is required to submit a Contractors Progress Report, which is to be submitted together with the Contractors Payment Claims all as per the "Reporting Schedules" attached hereto. Payment of the contractor is conditional on the information being accurately and timeously provided. Over and above the Contractor shall submit a detailed weekly report with pictures to the Engineer.

NOTE:

Section 5 of the Bill of quantities "Service Connections" will only be paid once all correct information necessary for the loading of connections into Co-dap tix/Municipal system has been submitted to Eskom/Municipality/Consultant i.e. control sheets, meter cards, Uploaded PCS files etc.

C3.7 Temporary Works

The Contractor is to allow for all temporally works required erection and installation of the electrical plant and equipment to be installed under this contract.

C3.8 SMME / BWO Status

Contractors are requested to supply information pertaining the ownership and control of the company. The contractor is to supply their BEE Verification Certificate and CIDB confirmation status.

Confirmation of the above and current ownership is a Tender Returnable.

C3.9 Procurement

C3.9.1 Compliance with Employment Equity Act No. 55 of 1998

Contractors employing more than fifty (50) employees are required to submit a certificate of compliance with the Employment Equity Act No. 55 of 1998.

This certificate of compliance is a mandatory Tender Returnable and failure to do so would lead to disqualification of the offer / tender.

C3.9.2 Community Involvement

Generally

In all the Municipality activities (electrification, customer service, etc.) *Client/Municipality* involves the community, be it for prioritizing, identifying projects, advice or information.

Contractor must follow the established *Municipality* methods and channels

Contractor must organize all community meetings in respect of the Project.

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

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

Implementation of Client/Municipality policy

The following aspects of Client/Municipality 's intentions regarding community-oriented projects

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

C3.9.3 Expanded Public Works Programme

Employer's Objectives

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

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

The degree to which Contractors are able to embrace these principles must be indicated in the Tenders submitted (see Tender Forms). This aspect of the Works is material and will be evaluated in consideration of the Tenders.

To be collected by the Contractor:

- Base indicators to be collected on all EPWP projects (Table 1)

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

B1 Number	Project level Indicator to be used in monitoring system	Comments
1	Number of people ("Different warm bodies") employed on relevant project	Will be assumed to be equivalent to number of job opportunities created. Will measure the number of people to benefit directly from the EPWP
2	Person-days of employment created	Total number of person days created will be divided by 230 to convert to person years of employment created
3	Minimum wage rate	Since local public bodies may set the wage rate as part of the EPWP to wage rate on a particular project will need to be reported
4	Number of training days provided	Since all workers are entitled to training it is important to ensure that actual training is delivered
5	Overall spending on the project	Will give an indication of how much is actually, spent on EPWP projects
6	Demographics of workers on EPWP Projects	The percentages of women, youth and disabled to be reported on.

- KPI to be used for the EPWP (Table 2)

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

KPI Number	KPI	Method for calculation	Comment
1	Number of Job opportunities created	Assumed to be equal to number of warm bodies employed per project	Will give an indication as to how many unemployed people benefit directly from the EPWP
2	Person years of employment created	Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year)	Indicator that shows the equivalent number of full-time jobs created

3	<i>Number of training days provided</i>	Total sum from all projects	Measure total amount of training provided
4	<i>Overall spending on EPWP projects</i>	Total sum from all projects	Measure total government spending on the EPWP
5	<i>Demographics of workers on EPWP projects</i>	Total sums of the project totals of women, youth and disabled employed	Measures the demographics of the people benefiting from the EPWP
6	<i>Average length of employment created</i>	Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1)	Also allows comparison between sectors and types of projects
6	<i>Total income paid out to previously unemployed workers</i>	Multiply number of person-days (BI 2) by the minimum wage (BI 3)	
7	<i>Average income of EPWP worker</i>	Divide Total income (KPI 6) by Number of job opportunities (KPI 1)	
8	<i>Average duration of training provided</i>	Divide total number of training days (KPI 3) by number of job opportunities (KPI 1)	Provides an indication of the level of skills build in the Programme
9	<i>Percentage of spending paid out to EPWP workers</i>	Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4)	Measure the labour intensity of the EPWP

C3.9.4 Community Liaison Officer (CLO)

It may be required of the Contractor to appoint a Community Liaison Officer/s for the duration of the contract. This person/s will be a resident of the area and will be sourced in conjunction with and appointed with the approval of the local community structures and the Employer.

The function of the Community Liaison Officer will in brief be to keep residents and consumers fully informed of the extent, programme and duration of the contract at all times, as well as all planned interruptions to supply, whilst all complaints and enquiries by residents, consumers or the public at large are to be directly communicated to him for attendance by the Contractor. Payment will be effected as measured on a monthly basis.

C3.10 CONSTRUCTION

C3.10.1 Outline of Additional Work Required by the Contractor which the Contractor shall factor into their pricing.

- Community liaison
- Materials management
- Outage management
- Quality management
- Commissioning
- Hand-over

C3.10.2 Statutory Requirements & Standards

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

The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulations, 18th July 2003 or latest revision.

The principles of the Distribution Standards (Eskom)

The requirements of the relevant Eskom Standards in force at the time of tender, i.e. Distribution Standards, Technical Bulletins and Engineering Instructions

The Construction Regulation under Government Gazette No. 25207 of 18 July 2003 or latest revision.

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the tender.

All tenderers must make generic Health & Safety Plan and Health & Safety Competency information available to Eskom Risk/Municipality for evaluation on acceptance of tender or provide relevant documentation indicating accreditation.

Contractor Requirements / Registration

The Contractor must ensure compliance with the following requirements / registration:

- Wireman's License
- Electricity Contractors Board Registration
- Operation Regulation for High Voltage Systems

Appointment of a responsible person in terms of the Occupational Health and Safety Act, Act 85 of 1993

C3.10.3 Materials

All materials offered are to conform to the **Eskom Buyer's Guide Part 9** (unless otherwise stated by the Municipality) and they are to be procured from **Eskom Preferred Suppliers** (Refer to document **TQSN008** listed under section 3, Specifications), and shall be new and of the best quality. If any deviation or variance from the above to be approved by the Consultant prior to implementation.

Material options will be determined in accordance with the Distribution Standard packages. Where specific site circumstances require non-standard material application and / or due to shortcomings of the standard package, the designer / contractor shall develop "ad hoc" packages to submit these to Eskom Technology & Quality Department/ Municipality for approval before implementation.

Where materials other than those in the standard design packages are offered, the "Tendered material and Technique" schedule shall be completed as part of the tender.

In addition to the Buyer's Guide, all bare conductor shall comply with the Eskom Distribution Technology Standard SCSSCAAY5 Rev 1 or latest revision Specification for Phase Conductor for Distribution Lines February 2001 or latest revision.

C3.10.4 Refurbished Materials

Only new material will be tendered on in the main offer. Refurbished / second-hand material may only be tendered as an alternative.

C3.10.5 Marked Conductor

- Only marked conductor may be used on this project as per Eskom standard on projects unless otherwise stated by the Municipality.
- The tenderers shall provide for waste and off-cuts in their tenders.
- The successful tenderer (Contractor) must procure marked conductor from an approved manufacturer, on behalf of the Municipality.
- Client/Municipality will maintain ownership of the marked conductor at all times.
- Conductor manufacturers may sell marked conductor only to those contractors who can prove that it will be used on Eskom/ Municipality related projects. Client/Municipality will provide such contractors with the necessary proof, indicating the name of the project and the quantities required.
- The contractor provides for the necessary transport arrangement to deliver conductor to site.
- Client/Municipality pays the contractor in accordance with the contract, and the contractor pays the supplier in accordance with their agreement.

The contractor arranges for returning unused marked conductor to the supplier, should there be any.

- The contractor returns all waste and off-cuts to the Municipality stores.
- An accredited Distributor may only be included in the supply chain if Client/Municipality have received confirmation from the Eskom-approved Manufacturer of the following:
 - The Distributor is an approved/ accredited Distributor of the Manufacturer.
 - No marked conductor will be sold to anyone without a letter being presented to the manufacturer.
 - Marked conductor will be delivered directly to the contractor/ site.
 - No marked conductor may be at the premises of the Distributor.
- The Distributor merely arranges the deal, and the process as currently being applied, remains unchanged.

C3.10.6 Restriction Applicable to the Successful Tenderer

Procedures, Directives & Policies

The Contractor must ensure compliance with all applicable Eskom/Municipal Procedures, Directives

and Policies

C3.10.7 Plant and Materials, Including Materials Supplied by the Employer

C3.10.8 Offloading, Stacking and Liability for Breakages

The Contractor will be required, at his own expense; to make all arrangements for offloading and carefully stacking all plant delivered under this contract at the Site of the Works. The offloading and stacking shall be carried out strictly in accordance with the requirements of the Employers representative so as to permit a thorough and careful examination and testing of all items for breakages, fractures, etc, and any routine maintenance that may be required during storage and that will be carried out by the Contractor under this Contract.

The Contractor shall be fully responsible for the protection of all plant delivered by him to Site in accordance with the requirements of the Conditions of Contract. The tendered price submitted by the Tenderer shall be deemed to cover the provision of security during the installation and commissioning phases.

C3.10.9 Inspection at Site

All materials and plant will be carefully examined upon delivery at the Site by the Contractor and the Clerk of Works. All items showing defects or damage of any description shall be laid aside as being not in accordance with the requirements of the Contract and these shall be removed and repaired or replaced by the Contractor at his own cost.

Plant or materials supplied by the Employer will be examined and laid aside, but not removed, repaired or replaced at the Contractors cost

C3.10.10 Earthing

The Contractor will be responsible for ensuring that soil resistivity tests are carried out, and that the earthing design is completed and submitted with the tender. (as per Earthing Standards part 2).

C3.10.11 Clearances and shared structures

As per the Distribution Standard.

C3.10.12 Equipment and Structures

The Contractor is to ensure that structures are uncluttered and that working clearances are maintained with regard to the amount of equipment installed and shall ensure that provision is made for safe and easy operational practice. This is especially pertinent to strain poles, switching points and transformer structures. Equipment must not be positioned on angle or strained structures. In addition, there shall be no three-phase tees, or equipment placed on vertical structures. Medium Voltage routes are to be as straight and simple as possible. Correct sag and tension techniques are to be used.

C3.10.13 Site Visits

A site diary will be signed by all personnel visiting the site. Deviations will be reported to the Project Manager.

(The Consultant and Client/Municipality personnel will be granted full and unconditional access.)

C3.10.14 Connections

The following principles apply to connections

- (a) Where only a meter change occurs,
- The requirements of the standard, "Connecting existing customers in townships which Eskom is electrifying Ref.: CD/s019" applies
- (b) New Connections
- Combined Neutral and Earth (CNE) service to be provided in line with the new earthing policy

All meters to be sealed by the Contractor. (see bill no. 5 in all the project bills)

Note:

The contractor is responsible to make good walls where ready-boards have been installed which may include the wall to be plastered and an application of one coat of paint. (See bill no. five (5) in the Bill of Quantity.)

Section 5 of the Bill of quantities "Service Connections" will only be paid once all correct information necessary for the loading of connections into Co-dap tix has been submitted to Eskom/Municipality/Consultant i.e. control sheets, meter cards, Uploaded PCS files etc.

C3.10.15 Upfront Payment

The upfront payment for materials on site is subject to agreement and decision from the Client and the Contractor meeting the following criteria on:

Contractor provides proof that the ownership of the said materials has passed from the supplier to the Contractor (i.e. letter from supplier stating that the materials are paid for in full / or cession from supplier ceding title to the Contractor);

List of materials supported by copies of invoices and delivery notes;

Cession from the Contractor transferring ownership of said materials to Client/Municipality;
Verification by Employers representative / Clerk of Works that materials are on site.

C3.10.16 Marketing and PCS data

1. Gather all project and customer information.
2. The area to be covered must be indicated on a map with clear boundaries.
3. Community meeting must be held explaining the purpose of the contractor's visit to the area prior to commencement of fieldwork.
4. Explain the electricity process to the customers.
5. Capture final GPS coordinates of installation where the meter is installed.
6. Capture the attribute data of the household in accordance with Eskom specification.
7. Allocate a number to the house in accordance with Eskom specification. This number is called the AltID of the installation. Attach labels as per Eskom's standards.
8. Attach labels to the stubby pole using Eskom approved labels. In the absence of stubby poles labels to be attached to house.
9. Complete Prepaid Application Data Collection Form. The forms will be supplied by Client/Municipality .

10. Present GPS data to Eskom/Municipal representative in. dgn format as required by MicroStation version 8.
11. The PCS file is to be populated with accurate information and special attention to the Meter number, Installation Certificate number, Sealing device number and AltID number
12. The meter number needs to be checked off against the scanned meter number from the MATs system received from the Consultant on the issuing of the meters.
13. Installation AltID must be indicated on the. dgn.
14. The installation data must be updated and presented in the latest PCS.xls spreadsheet
15. The GPS coordinates must have an accuracy of 3-5 meters
16. The Installation Certificates are to be filled per transformer zone in a lever arch file.
17. PCS file needs to be verified by the consultant and customer services DC's
18. The GPS format must be WGS84. Account Number is done by Eskom at Uploading Stage.

C3.10.17 Sample infrastructure Installation

- The successful Contractor will be required to build a sample reticulation sub system for the Municipal's Project Manager's approval, to serve as a quality benchmark for the project before construction commences. This sample system shall include the tendered commodities (sample board) and the construction techniques (stubby line) applicable to the project and shall be built at a central point (to be agreed with the Project Manager). The cost of the sample system in its entirety will be for the Tenderer's account.
- The sample installation proposal shall be submitted at the detailed design stage and the construction work shall not commence until such time as the sample installation has been completed and approved by the Project Engineer. Furthermore, all materials used shall comply with the requirements of the Buyers Guide, Distribution Std part 9, and shall be new and of the best quality.
- The stubby line and sample board shall remain available and intact for the full duration of the project.

C3.10.18 Approvals

The *Contractor* shall obtain all the statutory approvals for the construction of this project on behalf of the Municipality from the Authorities concerned and such approvals must be forwarded to the Eskom's/Municipality's Technical Evaluation Office. All approvals to be done via Eskom's/Municipality's Technical Evaluation Office to cater for annual consideration/records etc. Statutory approvals for any given transformer area have to be submitted prior to the construction of that particular transformer area, to the Municipality Project Manager.

C3.10.19 Specification for "As-Built" Plans (Rev. 4 1999-10-25) or the latest revision / unless otherwise stated by the Municipality

Main Objective

The main objective behind the requirement for the provision by the Contractor of “as-built” information is to provide the computerized mapping service for the Marketing, Planning, Survey Records, and Construction and Maintenance of Urban/Rural reticulation projects. The Contractor is to mark-up the construction drawings with all changes on site showing the as-built configuration including in a soft dgn MicroStation editable drawing file format to be submitted to the Consultant.

C3.10.20 Reporting to the Consultant and Municipality

The *Contractor* is referred to the required Progress Report Format, as per the below. The form compares the “Planned” progress at the start of the project with the actual progress achieved

The form is to be completed weekly with all the information as required on the form.

Reporting Requirements:

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)
- Performance to date
- Problems experienced
- Pictures with the latest progress on site
- Priorities for the next two weeks
- Corrective actions necessary and needed
- Overall performance of Contractor (s)

has to be sent to the *Employer’s Agent*

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

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

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

C3.10.21 Excavation

Due to excavations being entirely the Contractors risk, Contractors must make themselves fully aware of the soil conditions during the Tendering phase.

Contractors are warned that the terrain is uneven and the access to pole positions may prove to be difficult in certain areas.

Contractors are advised to obtain as much information as possible regarding the soil structure in this area as no claims will be entertained should excavations prove to be more difficult than what Contractors allowed for in their Tender Submission.

Rock excavations of holes using non-explosive methods will be compensated at a quoted rate as per attached Bill of Quantities. No extra compensation for rock excavation using mechanical tools will be considered. All rock holes will have to be verified by the Consultant prior to excavation using non-

explosive methods and will be measured as extra over. The contractors offer will be evaluated with the provisional quantity of rock inclusive and exclusive of the tendered price.

C3.11 PROGRAMME, PLANNING & REPORTING

A Programme is to be submitted within 14 days of contract award. The Programme shall indicate critical path activities and shall be submitted in hard copy and MS Project format (.mpp).

When work under this Contract must of necessity be carried out in conjunction with the work of other contractors or with that of the Employer, it shall be coordinated and programmed in such a manner as to interfere as little as possible with the progress of such other work, and so as to offer every reasonable facility to other contractors and to authorized employees of the Employer.

One quarter of the Price for work done to date will be retained in assessments of the amount due until the Contractor has submitted their first Programme showing the information which the Works Information Requires

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

Reporting Requirements:

A weekly progress report containing:

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

has to be sent to the *Employer's Agent*

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

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

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

C3.12 COMPLETION

The Contractual Completion Date will only be achieved when the as-built information supplied by the Contractor is accepted and approved by the Municipality and Consultant; when all connections are energized and handed over to the Municipality/Eskom.

The Contractor must submit marked-up drawings to the Consultant, who will compile and submit the as-built drawings to Eskom for approval.

The Contractor to liaise with the Employer's Agent with regards to approval of as-built.

C3.13 QUALITY MANAGEMENT

Eskom's Quality requirements for the implementation of a Quality System to be in accordance with the Eskom Standard ESKASAAU7 or unless otherwise stated by the Municipality. Quality checks to be carried out in accordance with TQRRPO20 Rev1 or latest revision, by the contractor prior to the Consultant/ Clerk of Works or the depot inspections. All documentation must be signed by the contractor and forms part of the hand-over. Should the Contractor not fulfill this requirement, any extra time spend on site by the above-mentioned personnel to re-inspect, shall be for the Contractor's account.

C3.14 SAFETY

The following documents are applicable unless otherwise stated by the Municipality:

SCSPVABF3 – Occupational Health & Safety Requirements to be met by Contractors and Sub-contractors Employed by the Municipality.

SCSPVABM9 – Co-ordination of Safety on Capital Projects

SCSASAAW8 – Standards Applicable to Contractors working in Close Proximity to Live Apparatus.

Further to the above clauses the following must be strictly adhered to on inception and award of the contract:

- Crimping tool calibration test certificate
- Dynamometer test certificate
- List of team leaders and their training records which should include, proof that they have been trained and are in acknowledgement of the following skills/methods of construction and or other factors involved in the building of power lines:
 - # Sagging
 - # Crimping
 - # Building power lines
 - # First aid
 - # Emergency preparedness
- HV REG's certificates for those who will take permit during outages
- Minutes of safety meetings that were carried out during the project
- Access to site documentation
- Accreditation records of personnel on site from Mersey
- Sagging chart used for stringing
- A full list of employees working in the project as well as their duties (this must include all "casual" and local labour as well)
- A list of personnel in charge of First Aid, including training records, as well as their appointment in terms of the Statutory and OSH Act.
- The Contractor is to provide safety clothing to all labour employed including casual as well as local labour.

C3.15 ENVIRONMENTAL MANAGEMENT

Environmental Management to be in accordance with the following *Eskom* policy / procedure unless otherwise stated by the Municipality:

- ESKPBAAD6
- ESKPVAAZ1

Environment Management issues to be referred and coordinated through *Eskom's* Eastern Region Environmental Department (New Germany) or the Municipality depending on which entity is responsible for taking over the infrastructure.

The Contractor shall be responsible for producing their own Environmental Management Plan (EMP), DESD, Environmental Specification and Environmental Compliance. Allow for compliance with Eskom, Municipality and Environmental Specifications/Codes including project scope of works.

Bush Clearing & Permit Application

The Contractor shall be responsible for the complete permit application process to the respective environmental authorities, appoint a Vegetation/Botanist specialist to identify if the trees/area is protected, appoint an Eskom approved bush clearing contractor to undertake bush clearing in the areas affected by the Construction works to ensure a functional working solution. Contractor to factor into their pricing for any site rehabilitation, bush clearing, tree cutting, permit applications, etc required as per Client/Engineer. Contractor is to price for all risks and will be liable for any fines if the correct process is not followed accordingly.

Application of a penalty clause will apply for incidents of non- compliance. The penalty imposed will be per incident. The penalties imposed per incident or violation will be as follows:

<i>Incident/ Violation</i>	<i>Penalty</i>
Failure to provide adequate sanitation	R 3 000
Unauthorized removal / clearing of vegetation	R 10 000
Failure to provide adequate waste disposal facilities and services	R 5 000
Failure to reinstate disturbed areas within specified time period	R 3 000
Failure to rehabilitate disturbed areas within 1 months of completion	R 5 000
Any other contravention of the environmental specification	R 1 000

C3.16 SITE SERVICES & PROCEDURES

The *Contractor* is to provide everything necessary for the proper and timeous completion of the project.

- a) The Contractor provides an area for the construction offices, stores, yards, etc. to the approval of the Employer's Agent In addition, the Contractor shall make available a desk to be used by Employer's Agent / Employer's Representative.
- b) The Contractor erects a 1,8m fence around his construction site and fits a lockable gate
- c) The Contractor provides a construction supply at their site camp and anywhere else as may be required
- d) The Contractor provides the necessary connecting cables and distribution board(s) from the

electricity supply source to the points of demand. The Contractor provides all the necessary connection to the electricity supply and maintains and secures all cable, etc.

- e) The Contractor is to provide an adequate communication network to facilitate the project including telephones and fax facilities. (Telkom telephone)
- f) Contractor shall provide a competent Quality Officer to ensure that the infrastructure is built to a high quality and adheres to latest quality checking procedures according to the Eskom specifications and Client requirements on site. The Quality Officer is to check all infrastructure built on site according to the contract and also ensure all that the Contractor's staff builds the infrastructure to the latest specification as per the Contract or instructed by the engineer construction. The function of the Quality Officer is a full time function therefore the appointed Quality Officer is not allowed to perform any other functions. The Quality Officer shall be made available to the Engineer, his Representative or the Clerk of Works, if so required.
- g) The Contractor shall make his own arrangements to obtain and provide all necessary water and sewage connections.
- h) The Contractor shall make his own arrangements to obtain power during construction. The contractor has to do the arrangement with Municipality/Eskom to apply for the electrical connection to the facility.
- i) An approved rain gauge properly fenced off shall be provided by the Contractor free of charge
- j) Establishment of staff accommodation, office accommodation on site for staff, an equipped office with a table and ten chairs including a plan table, uncapped wireless wifi/internet for site meetings and a separate office for the Client's Engineer & Clerk of Works including office furniture, uncapped wifi/internet facilities, A4 & A3 colour multifunction printers (scanner, copier & printer) and telephone / telefax and facilities. All the facilities shall full electrical supply, fully air-condition, fully furnished, office equipment as required, adequate lighting for these facilities in compliance with the OHS Act and SANS Codes. One set of A0 colour drawings must be kept on site at all times.
- k) The Contractor shall provide adequate chemical toilet facilities for the use of the various workmen in accordance with the Regulations of the Department of Public Health and/or other authority and pay all charges in connection therewith; maintain same in a thoroughly clean and orderly condition; allow for moving the chemical toilets to new locations as necessary during the course of the Contract and finally remove such chemical toilets at completion and make good.
- l) No housing is available for the Contractor's employees, and the Contractor shall make his own arrangement for housing his employees and transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees and for the arrangement thereof, and no claim for extension of time due to any delays resulting from this, will be considered.
- m) The Contractor provides facilities and resources for first aid, firefighting and emergency repair services in accordance with the Occupational Health and Safety Act and the local authority

regulations and requirements.

- n) The standard documents listed below form part of the contract:

Ref.	Rev.	Title
NWS 1058	4	Safety at Construction sites: Requirements to be met by Contractor
NWS 1494 NWS 1007/T	3	Fire Prevention and Protection of Contractor's Premises on New Works Sites The Management of construction, commissioning and handing over of Transmission Projects
HV REGS	0	HV Regulations for HV Systems
ESKASAA4		Occupational Health and safety requirements to be met by Contractor and Sub-Contractors

- o) Other Contractors may be involved in work on other parts of the Site or on associated equipment. Co-ordination with the other parties will be required for testing of systems involving other plant.
- p) Salvaged equipment from the dismantling process is to be removed from site and returned to the Eskom / Municipal Store in consultation with the Employer's Representative.
- q) The Contractor must allow free access to authorised personnel when required and co-ordinates all interfaces with the Employer.
- r) The Contractor shall make its own arrangements, to the Employer and the Local Authorities approval for the disposal of all surplus material and construction waste resulting from the Works.
- s) The Contractor arranges for accommodation of his personnel. The Contractor provides temporary and/or mobile toilet facilities on the Site and removes all evidence of a construction camp on completion of the contract, which should be restored to its original, or better environmental state.
- t) In addition to his own signage details which shall, prior to erection, be submitted to the Employer's Agent for approval, the Contractor shall provide, erect and maintain one project signboard bearing the name of the project, The Municipal name and logo and the name of the Employer's Agent together with the Contractor's own name, all to the approval of the Employer's Agent. The cost of this sign will be borne by the Contractor.
- u) The switching of all MV feeders shall be performed by Eskom/Municipality or unless otherwise instructed by the Municipality. Written notification shall be given to the appropriate depot supervisor 14 (fourteen) calendar days in advance. The Contractor shall be allowed to perform LV switching with written permission from the Eskom/Municipal Personnel.
- v) Whenever it may be required to de-energise any approved portion of the electrical network

during the course of the contract, the Contractor shall post notices to that effect in terms of the relevant regulations. The minimum requirement shall be as contained in this paragraph of the specification.

- w) Each Section affected by the proposed power outage shall be notified by means of suitable notices fixed to the wooden electrical network poles. The notices shall be constructed from plain white paper glued to a firm "Masonite" backing board. The notice board shall be of minimum dimensions 600mm x 850mm.

C3.19 ACCOUNTS AND RECORDS

Records are to be kept of all invoices on the project.

C3.20 SPECIFICATIONS

List of Specifications Applicable to this Contract but not limited to:

Document No.	Revision	Title
	Latest	Eskom Distribution Standard Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e. coastal and inland) are available the coastal option will be applicable in Eskom's Eastern Operating Region (Refer to Engineering Instruction EI-039-MVL).
	Latest	Engineering Instructions As issued by Eskom's Eastern Technology and Quality Department, New Germany. Copies of the relevant Engineering Instructions are available on request.
	Latest	Technical Bulletins As issued by Eskom's Distribution Technology, Simmer pan Copies of the relevant Bulletins are available on request.
Annexure C 1999-10-25 1999-10-25 1998-08-25 D67-231		As-Built Drawings Specifications for As-Built Drawings MicroStation Data Levels Standard MicroStation Design File Settings As-Built Drawing
Annexure D ESKPVAZ1 ESKPAAD6		Environmental Management Environmental Management Programme (EMP) Procedure Environmental Management Policy
Annexure E ESKASAAU7		Quality Quality Requirements for the Procurement of Assets, Goods & Services
Annexure F DISPVABF3 SCSPVABM9 SCSASAAW8		Safety Occupational Health and Safety Requirements to be met by Contractors and Subcontractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus
SCSPVABP4	Latest	Management of Substance Abuse
ESKADABD7	Latest	Business Conduct Suspending Suppliers from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Tender Advise Centre, Clare Loitering, (031) 710 5429
E1-048-MVL		Technology & Quality Engineering Instruction: Generic Stubby Line
TDQES001		Authorisation of contractors / Eskom staff
SCSASABW3 SCSPVACL6 SCSSCABA5	Latest Latest Latest	Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system
TQSNK008	Latest	Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers

C3.21 REQUIREMENTS FOR THE PROGRAMME

The contractor is to provide a detailed construction Programme in the form of an activity schedule which itemizes the works and showing the start and completion dates shall be submitted to the employer representative within 14 days of receiving the appointment.

A weekly progress report shall be submitted electronically to the employer's representative each Friday before 15H00

A daily log (provided by Contractor/Eskom/Municipality) shall be kept and completed daily, the format shall be confirmed by the Client's Representative. Eskom's quality assurance document shall be kept on site for Eskom's/Municipality's clerk of works and shall be updated as work progress.

C3.22 OCCUPATIONAL HEALTH AND SAFETY

The Employer's safety officer may at any time enter the premises or site to carry out safety inspections. The safety officer will notify the Contractor or his duly appointed representative of any safety hazards that he may find.

Tenderers are required to comply with the Construction Regulations, their own Health and Safety Specification and Employer's Health and Safety Specification or unless otherwise stated by the Municipality. An item has been included in the Schedule of Rates to cover this work. The Contractor shall factor into their pricing to ensure all their sub-contractors fully comply as well.

SCSPVABF3 - Occupational Health & Safety Requirements to be met by *Contractors* and Sub Contractors Employed by Eskom

DISPVABF3 - Occupational Health & Safety Requirements to be met by Principal Contractors Employed by Eskom Distribution

EPL 32-94 - Safety, Health and Environmental (SHE) Policy

DISADABQ9 - Access to Farms

SCSPVABM9 - Co-ordination of Safety on Capital Projects

SCSASAAW8 - Standards Applicable to Contractors Working in Close Proximity to Live Apparatus

In carrying out its obligations to the Employer in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensures the compliance by its employees, agents, Subcontractors and mandatory's with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- the Eskom "Safety, Health and Environmental Requirements for Contractors" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the Contractor (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the Employer and all amendments will be provided in writing to the Contractor. The Contractor complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and
- the health and safety plan prepared by the Contractor in accordance with the SHEQ Requirements.
- (The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)
- The Contractor, at all times, considers itself to be the "Employer" for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to

compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor is at all times responsible for the supervision of its employees, agents, Subcontractors and mandatory's and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The Contractor ensures that all statutory appointments and appointments required by any *Eskom* Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

The *Employer*, or any person appointed by the Employer, may, at any stage during the currency of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor;
- refuse any employee, Subcontractor or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- issues the *Contractor* with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Project Manager.

The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The Contractor confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Subcontractors or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the OHSA.

The Contractor agrees that the Employer is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the Contractor, and the Contractor's employees, agents or Subcontractors, to the extent permitted by the OHSA.

The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor, its employees, agents, Subcontractors and/or mandataries to comply with their obligations, and/or the failure of the Employer to procure the compliance by the Contractor, its employees, agents, Subcontractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

C3.22.1 Health and Safety Plan

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

for implementation.

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

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

C3.23 HANDOVER

The Clerk of works may inspect all medium voltage and low voltage lines as detailed below prior to the agreed outage date negotiated with Field Services.

The pole to pole checklist is to be completed in detail for every structure by the Contractor and made available to the Clerk of works at least three days prior to the outage date.

The completed pole to pole checklist must be verified by the Clerk of works and Field Services at least one day prior to the outage.

The Hand over certificate will be completed and signed on the day of the outage

The Hand over certificate will be completed by all the relevant personal and signed by the contractor, Clerk of works and Field Services.

The contractor is responsible to supply the following fully detailed and completed information that will be used to determine the quality of the workmanship:

- Name plate details of asset, e.g. transformers, breakers, etc.
- Transformer serial number
- Year of manufacture
- Completed quality checklists per structure
- For meter changes, the final meter reading

When the project is energized and handed over, the list of original documents as listed below signed by Field Services, Clerk of works as well as Contractor must be handed to the Employers representative:

- All Contractor quality checklists
- COW random checklists
- Hand-over certificate

The contractor will ensure completion of the checklists contained in annexure B of document TQRRP020 Rev.2 as well as the asset and customer information contained in SCSASABZ1.

As soon as the Contractor has handed over all of the plant and equipment that has been supplied, installed, satisfactorily tested, and commissioned as a complete unit in proper working order in accordance with the specifications and the General Conditions of Contract, the Certificate of Completion will be issued.

If any significant item(s) of plant or equipment fails to perform to the approval of the *Employer* and the *Contractor* is unable, within three months of the prescribed date, to rectify the matter, the Employer retains the

right to reject the item(s) and to instruct the Contractor to remove, at his own cost, all such plant and/or equipment after refunding to the Employer any or all monies which may at that time have been paid to the *Contractor* or otherwise expended

C3.24 FINAL ACCOUNTS

The Final Account must be mutually agreed as soon as practically possible after contract completion but not later than 1 month after completion. Failure to do so may result in forfeiture of monies due as the project will be closed out for the corresponding municipality financial year.

TABLE OF CONTENTS

	PAGE NO.
C4: SITE INFORMATION	SI. 2
C4.1: LOCALITY PLAN	SI. 2
C4.2: DRAWINGS	SI. 3

C4: SITE INFORMATION

C4.1: LOCALITY PLAN

The location of the site is as per the attached Locality Plan.



C4.1.1: Access

The site shall not only include the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

C4.2.1: Geotechnical Report

Geotechnical investigation was not undertaken.

C4.2: DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

At commencement of the construction works, AFC drawings are required and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

C4.2.1 List of drawings attached

Tender drawings are issued separately and are listed hereunder:
