





BLOUBERG MUNICIPALITY

# BID DOCUMENT

**TENDER NO. BM 04/19/20  
POST CONNECTION OF CLUSTER 1 (155 Units)  
CIDB GRADING – 2EP PE  
SEPTEMBER 2019**

PREPARED BY:	PREPARED FOR:
<p><b>MATH ENGINEERING CC</b> P.O. Box 291 <b>CELTIS RIDGE</b> 0130</p> <p>Tel: (012) 660 1813 Fax: (086) 658 2819 Cell: 083 229 5385</p> 	<p><b>THE MUNICIPAL MANAGER</b></p> <p><b>BLOUBERGLOCAL MUNICIPALITY</b> Private Bag x 1593 <b>SENWABARWANA</b> 0970</p> <p>Tel: (015) 505 7100 Fax: (015) 505 0296</p> 

**NAME OF BIDDER (BIDDING ENTITY) (FULL NAME, i.e. (CC, (PTY) LTD, LTD, JV, SOLE PROPRIETOR etc.)**

: .....

**TEL NUMBER**

: .....

**FAX NUMBER**

: .....

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

R .....(In figures)



**EXPANDED PUBLIC WORKS PROGRAMME**  
Creating opportunities towards human fulfilment

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## Blouberg Municipality

### TENDER NOTICE AND INVITATION TO TENDER

Blouberg Municipality invites Tenders for:

#### Blouberg Municipality

### TENDER NOTICE AND INVITATION TO TENDER

Blouberg Municipality invites Tenders for:

#### ELECTRIFICATION SERVICES AND CONSTRUCTION OF SUB-STATION

PROJECT NUMBER	PROJECT NAME AND DESCRIPTION	EVALUATION CRITERIA	REQUIRED CIDB GRADING	COMPULSORY BRIEFING SESSION	CLOSING DATE	CONTACT PERSON FOR TECHNICAL ENQUIRIES
BM04/19/20	Post Connection of 155 households for Cluster1:(Arrie 23,Thorpe 57,Motadi 20 and Gideon30)	80/20 preference point system 100 Points Functionality. 60% minimum qualifying score for evaluation on 80/20	2EP PE or Higher	Date: 27 SEP 2019 Time: 10:00am Venue: Municipal Council Chamber	Date: 04 Oct 2019 Time:11:0 0am Venue: Municipal Council Chamber	Makobela MM ( SCM Manager) and Maleka M.J (Electrical Manager) on (015) 505 7100
BM05/19/20	Post Connection of 188 households for Cluste2:(Diepsl oot50,Silvermin e 45,Nailana 22 and Innes71)	80/20 preference point system 100 Points Functionality. 60% minimum qualifying score for evaluation on 80/20	2EP PE or Higher	Date: 27 SEP 2019 Time: 10:00am Venue: Municipal Council Chamber	Date: 04 Oct 2019 Time:11:0 0am Venue: Municipal Council Chamber	Makobela MM ( SCM Manager) and Maleka M.J (Electrical Manager) on (015) 505 7100
BM06/19/20	Post Connection of 120 households for Cluste3:(Kgoko nyane30,Milban k 55 and Mosehleng 35)	80/20 preference point system 100 Points Functionality. 60% minimum qualifying score for evaluation on 80/20	2EP PE or Higher	Date: 27 SEP 2019 Time: 10:00am Venue: Municipal Council Chamber	Date: 04 Oct 2019 Time:11:0 0am Venue: Municipal Council Chamber	Makobela MM ( SCM Manager) and Maleka M.J (Electrical Manager) on (015) 505 7100
BM07/19/20	Electrification of 200 households for Witten Ext	80/20 preference point system 100 Points Functionality. 60% minimum qualifying score for	3EP PE or Higher	Date: 27 SEP 2019 Time: 10:00am Venue: Municipal Council Chamber	Date: 04 Oct 2019 Time:11:0 0am Venue: Municipal Council Chamber	Makobela MM ( SCM Manager) and Maleka M.J (Electrical Manager) on (015) 505 7100

		evaluation on 80/20				
BM51/17/18	Construction of Senwabarwana - Electrical Sub-Station	80/20 preference point system 100 Points Functionality. 60% minimum qualifying score for evaluation on 80/20	5GB or Higher	Date: 27 SEP 2019 Time: 10:00am Venue: Municipal Council Chamber	Date: 04 Oct 2019 Time:11:00a m Venue: Municipal Council Chamber	Makobela MM ( SCM Manager) and Maleka M.J (Electrical Manager) on (015) 505 7100

**METHOD OF EVALUATION: METHOD 4**

<p>Method 4: Financial Offer, Quality &amp; Preferences.</p>	<p>Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data. Score tender evaluation for financial offer. Confirm that tenderers are eligible for preferences claimed, and if so score tender evaluation points for financial offer. Calculate total tender evaluation points. Rank tender offers from the highest to number of evaluation points to the lowest. Recommend tenderer with the highest number of tender evaluation points for the contract, unless there are compelling and justifiable reason to do so</p>
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**NB: BIDDERS SCORING LESS THAN 60 POINTS ON FUNCTIONALITY WILL NOT BE EVALUATED FURTHER**

**B-BBEE STATUS LEVEL OF CONTRIBUTOR POINTS FOR 80/20**

B-BBEE STATUS LEVEL OF CONTRIBUTOR POINTS FOR 80/20 B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
	<b>80/20</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

<p><b>Approval by MM:</b></p> <p>.....</p> <p><b>Machaba MJ</b> Municipal Manager</p> <p><b>Date:</b>.....</p>
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**Mandatory and Compulsory Attachments Required:** Company Registration certificate, Certified copies of ID Documents for members/ Directors of Company, Company Profile with list of experience projects and traceable references, Valid Proof of registration with the Construction Industry Development Board (CIDB), Joint Venture Agreement in cases of a Joint Venture SANAS Accredited B-BBEE Verification Certified or Original Certificate, and Certified Copies of Appointment Letter(s) and Completion Certificate(s) of Relevant Projects. Valid Proof of registration with the Compensation for Occupational Injuries and Diseases Act (COIDA). Proof of Registration on the National Treasury Website (Summary of Central Supplier Database/CSD report) Report), fully completed and signed MBD1 to MBD 9 forms (downloadable from <http://www.blouberg.gov.za>)

**The following conditions and rules will apply for these projects:**

The Municipality adheres to all the acts relevant to procurement of Goods and/ or Services and its Supply Chain Management Policy.

No bid will be accepted from persons in the service of the state

The Municipality adheres to all the acts relevant to procurement of Goods and/ or Services and its Supply Chain Management Policy.

The prescriptions of the Construction Industry Development Board (CIDB) will apply

Tender Documents for all of the above projects are downloadable from Blouberg Municipality's website <http://www.blouberg.gov.za> and [www.e-tenders.gov.za](http://www.e-tenders.gov.za) at No fee.

Tender closure is as per the table above, public opening will follow immediately after closure. Tender Documents must be deposited in the tender box at the reception area of our Municipal Office in Senwabarwana, in a sealed envelope clearly marked with Project Name and Number.

Certified copy of the latest Municipal Account with Municipal rates & service charges and as for( lease agreement attach even landlord's statement) for both company and directors ;( NB Bidders may not be in arrears for more than 3 months with these rates and charges.)

Bids must only be submitted on the documentation provided by SCM unit of Blouberg Municipality Telegraphic, Telephonic, facsimile, e-mailed, incomplete, pencilled, unsigned, and late Tenders will not be accepted.

Each page of terms of reference must be initialised.

The Municipality is not obliged to accept the lowest or any bidder.

**MACHABA MJ  
MUNICIPAL MANAGER**

## T1.1 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have 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 subclause in the Standard Conditions of Tender to which it mainly applies.

Subclause	Data
F.1.1	The employer is the <b>BLOUBERG LOCAL MUNICIPALITY</b> .
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 40px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Contract Data</p> <p>Part C2: Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p>Part C3: Scope of work</p> <p style="padding-left: 40px;">C3.1 Description of Works</p> <p style="padding-left: 40px;">C3.2 Engineering</p> <p style="padding-left: 40px;">C3.3 Procurement</p>

Subclause	Data
	<p>C3.4 Construction C3.5 Management</p> <p>Part C4: Site information C4.1 Site Information C4.2 Locality Plan</p> <p>Part C5: Annexures C5.1 : Proforma Documents C5.2 : Blouberg Local Municipality Supply Chain Policy C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is: Name: Math Engineering CC Address: 156 Ruimte Road, Wierda Park, Centurion, 0157 Tel: 012 660 1813, Cell: 083 229 5385 Fax: 086 658 2819 e-mail : info@math-engineering.co.za</p>



F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2EP PE class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB or can provide proof of having registered;</li> <li>2. the lead partner has a contractor grading designation in the 5 class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5 class of construction work are eligible to submit tenders.</li> </ol>
F.2.7	<p>The arrangements for a compulsory clarification meeting are: Location: Blouberg Local Municipality Offices</p>

Subclause	Data
	Date: <b>27 September 2019</b> Starting Time: <b>10h00</b>

F.2.12	<p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b>2<sup>nd</sup> Building Mogwadi, Senwabarwana Road, Senwabarwana, 0700</b></p> <p>Identification details: <b>BM04/19/20 – CLUSTER 1 ELECTRIFICATION.</b></p>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	<b>Closing time for submission of tender offers is: 11h00 hours on 04 October 2019.</b>
F.2.15	<b>Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.</b>
F.2.1.5	The tender offer validity period is <b>90 days</b> .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	<b>The tenderer is required to submit with his tenders an original Tax</b>

Subclause	Data
	<p><b>Clearance Certificate from the South African Revenue Services (“SARS”) certifying that the tenderer’s taxes are in order or that suitable arrangements have been made with SARS.</b></p>
F.3.4	<p>The time and location for opening of tender offers:  Time : <b>11h00 on 04 October 2019</b>  Location: <b>Tender Box at Blouberg Office at the Finance Department.</b></p>
F.3.11	<p>Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2017 as published in Government Gazette 40553 dated 20<sup>th</sup> January 2017.  <u>First stage –Compliance to administrative requirements</u>  Bidders will be evaluated on the following administrative compliance:</p> <ul style="list-style-type: none"> <li>➤ <b>Valid Tax Clearance Certificate and proof of SARS TCP PIN</b></li> <li>➤ <b>A certified copy of Company Registration Certificate</b></li> <li>➤ <b>Attendance of compulsory Briefing Session</b></li> <li>➤ <b>Certified copy/copies of company owner(s) ID Book(s) not older than 3 months</b></li> <li>➤ <b>Proof of Company and Director's municipal account/lease agreement or proof of residential address by Traditional Authority, not older than 3 months</b></li> <li>➤ <b>CIDB Certificate, Grade 2EP PE or higher</b></li> <li>➤ <b>Original B-BBEE Certificate or certified copy not more than three 3 months</b></li> <li>➤ <b>Authority for signatory</b></li> <li>➤ <b>Copies of Appointment Letter(s) and Completion Certificate(s) of Relevant Projects</b></li> <li>➤ <b>COIDA</b></li> <li>➤ <b>Completion of Form of offer</b></li> <li>➤ <b>Completion of Schedule of Quantities</b></li> <li>➤ <b>Completion of MBD FORMS</b></li> <li>➤ <b>Initialize each page</b></li> </ul>

	<p><b>The Central Supplier Data Base summary report (CSD) not older than three months</b></p> <ul style="list-style-type: none"> <li>➤ <b>Joint Venture Agreement in cases of Joint Venture</b></li> <li>➤ <b>Attach a letter of Intent to sub-contract a local contactor</b></li> </ul> <p>The procedure for evaluation of responsive tenders is the 80/20 preference point system as contained below.</p> <p>The financial offer will be scored using the following:</p> $Ps = 20 \left[ 1 - \frac{Pt - Pmin}{Pmin} \right]$ <p>Where</p> <p>Ps = Points scored for functionality and price of the bid/proposal</p> <p>Pt = Rand value of tender under consideration</p> <p>Pmin = Rand value of the lowest acceptable tender</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p><b>Tender preferences claimed (80/20)</b></p> <p>Points will be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">B-BBEE Status Level of Contributor</th> <th style="text-align: center;">Number of points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">18</td> </tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of points	1	20	2	18
B-BBEE Status Level of Contributor	Number of points						
1	20						
2	18						

Subclause	Data		
	3	16	

	<table border="1"> <tr> <td>4</td> <td>12</td> </tr> <tr> <td>5</td> <td>8</td> </tr> <tr> <td>6</td> <td>6</td> </tr> <tr> <td>7</td> <td>4</td> </tr> <tr> <td>8</td> <td>2</td> </tr> <tr> <td>Non-compliant contributor</td> <td>0</td> </tr> </table> <p>pts scored by a tenderer in respect of B-BBEE contribution must be              points scored for price as calculated</p>	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
4	12												
5	8												
6	6												
7	4												
8	2												
Non-compliant contributor	0												
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</li> </ul>												
F.3.18	<p>The number of paper copies of signed contract to be provided by the Engineer is <b>one (1)</b>.</p>												
	<p>Labour Content:              The minimum Labour content for this project shall be <b>10%</b>.</p>												
	<p><b>Eligibility requirements</b></p>												
<b>Subclause</b>	<p><b>Data</b></p>												
	<p>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.</p>												

## 2. Functionality – Phase Two

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified.

A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

### FUNCTIONALITY

Criterion	Weight	Applicable Value
Company Entity's experience in Electrical Construction. Score will be based on successfully executed and completed Electrical projects over the last five years. Attach at least 5 completed projects	40	Excellent =5 Very Good = 4 Good = 3
Specific Personnel Knowledge. Attach qualifications of Site Supervisor atleast N3 in Electrical Heavy current and Trade Test	30	Fair = 2 Poor = 1
Plant and Equipment necessary for construction :  1 X Crane Truck (5) 2 X Off Road Vehicles (5) 1 X LDV Truck(5) 1 X Labours Transport (5)  Attach Ownership Certificate	20	
Financial Status	10	
Bank Rating	Points	
Banking Rating =F to G	0	
Banking Rating =E	2	
Banking Rating =D	4	
Banking Rating =C	6	
Banking Rating =B	8	
Banking Rating =A	10	

	<p>Certified copy of BBBEE certificate, and a trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <ul style="list-style-type: none"> <li>• Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.</li> <li>• Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for BBBEE.</li> <li>• A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.</li> <li>• Public entities and tertiary institutions must also submit B-BBEE Status Level</li> </ul> <p><b>NOTE: In order for the Tenderer to claim points for Experience under Functionality, the Tenderer must also attach the following proof for each of the completed projects.</b></p> <ul style="list-style-type: none"> <li>• <b>Copy of Appointment Letter, and</b></li> <li>• <b>Copy of Completion Certificate.</b></li> </ul> <p>A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for B-BBEE.</p> <p>The points scored for price shall be added to the points scored for B-BBEE status level of contribution to obtain the bidder's total points scored out of 100.</p> <p><b>Award of contract to bids not scoring the highest number of points</b></p> <p>(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the method of evaluation used.</p> <p>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved</p>
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	<p>and recorded for audit purposes and must be defensible in a court of law.</p> <p><b>Evaluation of bids that scored equal points</b></p> <p>(a) If two or more bids have equal points, in functionality, the successful bid must be the one scoring the highest score for B-BBEE</p> <p>(b) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points in terms of functionality</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>
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## **Annex: Standard Conditions of Tender**

### **F.1 General**

#### **F.1.1 Actions**

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### **F.1.2 Tender Documents**

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

#### **F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration



- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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

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

#### **F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

### **F.2 Tenderer's obligations**

#### **F.2.1 Eligibility**

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

#### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

#### **F.2.3 Check documents**

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

#### **F.2.4 Confidentiality and copyright of documents**

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

#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Clarification meeting**

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

#### **F.2.8 Seek clarification**

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

#### **F.2.9 Insurance**

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

#### **F.2.10 Pricing the tender offer**

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

**F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

#### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and

identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

#### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

#### **F.2.17 Clarification of tender offer after submission**

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

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

#### **F.2.18 Provide other material**

**F.2.18.1 Provide**, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture

agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

### **F.2.19 Inspections, tests and analysis**

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

### **F.2.20 Submit securities, bonds, policies, etc.**

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

### **F.2.21 Check final draft**

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

### **F.2.22 Return of other tender documents**

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

### **F.2.23 Certificates**

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

## **F.3 The employer's undertakings**

### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

### **F.3.5 Two-envelope system**

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

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

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

### **F.3.10 Clarification of a tender offer**

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

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 2: Financial offer and preferences	<ol style="list-style-type: none"> <li>1) Score tender evaluation points for financial offer.</li> <li>2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.</li> <li>3) Calculate total tender evaluation points.</li> <li>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
--	--

Score financial offers, preferences and quality, as relevant, to two decimal places.

**F.3.11.2 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$  where:

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

**F.3.11.3 Scoring quality (functionality)**



Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

### **F.3.12 Insurance provided by the employer**

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

### **F.3.13 Acceptance of tender offer**

**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

**F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

### **F.3.15. Prepare contract documents**

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that

the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

**F.3.17 Complete adjudicator's contract**

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

**F.3.18 Provide copies of the contracts**

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

## **PART T2: LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION .....	T.22
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION .....	T.49
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT .....	T.56

### **T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION**

T2.1 A	MBD 1,2,3.1,3.2,4,6.1,6.2,7.1,7.2,8,9.. .....	T.23
T2.1 B	CERTIFICATE OF AUTHORITY .....	T.26
T2.1 C	REGISTRATION CERTIFICATE OF AN ENTITY .....	T.29
T2.1 D	COMPULSORY ENTERPRISE QUESTIONNAIRE .....	T.30
T2.1 E	SCHEDULE OF PROPOSED SUBCONTRACTORS .....	T.33
T2.1 F	SCHEDULE OF PLANT AND EQUIPMENT.....	T.34
T2.1 G	SCHEDULE OF THE TENDERER'S EXPERIENCE .....	T.35
T2.1 H	RECORD OF ADDENDA TO TENDER DOCUMENTS .....	T.36
T2.1 I	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER .....	T.37
T2.1 J	CERTIFICATE OF NON-COLLUSIVE TENDER .....	T.38
T2.1 K	PREFERENCING SCHEDULE (FOR DIRECT PREFERENCES) MBD 6.1 ...	T.40
T2.1 L	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003 .....	T.48

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: ..... CLOSING DATE: ..... CLOSING TIME: .....

DESCRIPTION.....  
...

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

BID DOCUMENTS MAY BE POSTED TO:

.....  
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
**(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

.....

FACSIMILE NUMBER

CODE

NUMBER.....

.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)

YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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)

SIGNATURE

OF

BIDDER

.....

DATE

.....

CAPACITY

UNDER

WHICH

THIS

BID

IS

SIGNED

...

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** .....

**Department:** .....

T2.1 A

Contact Person: .....

Tel: .....

Fax: .....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person: .....

Tel: .....

Fax: .....

## TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver' s Office.

MBD2/ Application for tax Certificate . . .

**APPLICATION FOR TAX CLEARANCE CERTIFICATE**  
**(IN RESPECT OF BIDDERS)**

- 1. Name of taxpayer / bidder: .....
- 2. Trade name: .....
- 3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- 4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- 5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- 6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- 7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:..... Number: .....

Address: .....

.....

.....

DATE: 20 \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.





T2.1 A

- Required by: .....
- At: .....  
.....
- Brand and Model .....
- Country of Origin .....
  
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

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

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

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

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

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

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

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

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

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

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

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

**MBD 4**

**DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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



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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);



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

6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

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

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

8.4 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

8.6 COMPANY CLASSIFICATION [ TICK APPLICABLE BOX ]

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: .....

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

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

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

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

WITNESSES

DATE: .....

ADDRESS .....

.....

.....

1. ....

2. ....

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

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

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

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand  
 y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

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

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

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

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

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

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

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

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number:  
.....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

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

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;



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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
DATE:	.....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js367bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

Js9141w 4

**T2.1 B CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**A. Certificate for company**

I,....., chairperson of the board of directors of  
 ..... hereby confirm that by resolution of the board  
 (copy attached) taken on .....20...., Mr/Mrs.....acting in the  
 capacity of.....,was authorised to sign all documents  
 in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
 .....  
 Chairman

2.....  
 .....  
 Date

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as  
 .....

hereby authorise Mr/Mrs....., acting in the capacity  
 of.....to sign all documents in connection with the tender for  
 Contract.....and any contract resulting from it  
 on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for sole proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....  
Signature: Sole owner

2.....  
Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE


NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

**T2.1 C REGISTRATION CERTIFICATE OF AN ENTITY**

**Important note to Tenderer:**

- **Registration Certificates for Companies, Close Corporation and Partnerships must be attached to this page.**
- **ID documents for Sole Proprietors must be attach to this page.**
- **In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be attached here.**

**Part T2: Returnable Documents**

**Tender No: BM04/19/20**

**T2.1 D COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

**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 in the 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, a member of any provincial legislature      national      or      provincial      public entity or <sup>a</sup> member of the National Assembly or the      constitutional institution within the meaning of National Council of Province the Public Finance Management Act, 1999 (Act 1 of 1999)

a member of the board of directors of any municipal entity

an official of any municipality or municipal

a member of an accounting authority of any entity national      or provincial public entity

an employee of Parliament or a provincial legislature

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

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

\*insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has 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,
- a member of any provincial legislature national or provincial public entity or a member of the National Assembly constitutional institution within the meaning of or the National Council of Province the Public Finance Management Act, 1999 (Act
- a member of the board of directors of 1 of 1999) any municipal entity
- an official of any municipality or a member of an accounting authority of any municipal entity national or provincial public entity
- an employee of Parliament or a provincial legislature

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;
- 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; and
- 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.

Signed..... Date.....

Name..... Position.....

Tenderer.....

**T2.1 E SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Subcontractor</b>	<b>Company Registration Number &amp; CIDB Classification</b>	<b>Description of Work to be executed by Subcontractor</b>
1.			
2.			
3.			
4.			
5.			

Signed..... Date.....

Name..... Position.....

Tenderer.....

**T2.1 F SCHEDULE OF PLANT AND EQUIPMENT**

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

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

Quantity	Description, size, capacity, etc.

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 acceptable

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed..... Date.....

Name..... Position.....

Tenderer.....

**T2.1 G SCHEDULE OF THE TENDERER'S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

<b>Employer, contact person and telephone number</b>	<b>Description of contract</b>	<b>Value of work Inclusive of VAT (Rand)</b>	<b>CIDB Classification</b>	<b>Date Completed</b>

--	--	--	--	--

Signed..... Date .....

Name..... Position.....

Tenderer.....

**T2.1 H RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title of Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date .....

Name..... Position.....

Tenderer.....



**T2.1 | DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER: .....

**T2.1 J CERTIFICATE OF NON-COLLUSIVE TENDER 1 IN THE  
CASE OF A SINGLE CONSTRUCTION CONCERN:**

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER: .....

**T2.1.H CERTIFICATE OF NON-COLLUSIVE TENDER (continued)**

**2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER: .....

**T2.1 K PREFERENCING SCHEDULE (FOR DIRECT PREFERENCES) MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2001****(a) PURCHASES**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Broad-Based 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, 2011.**

**1. GENERAL CONDITIONS**

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

- the 90/10 system for requirements with a Rand value up to R1 000 000;

1.2 The value of this bid is estimated to exceed R 1 000 000 and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>

**Total points for Price and B-BBEE must not exceed 100**

**Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close

**Part T2: Returnable Documents**

**Tender No: BM04/19/20**

**Part T2: Returnable Documents**

**Tender No: BM04/19/20** Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

2..1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the

Broad -Based Black Economic Empowerment Act;

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **“consortium or joint venture”** 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;

2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.

2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical

**Part T2: Returnable Documents**

**Tender No: BM04/19/20**

and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “**non-firm prices**” means all prices other than “firm” prices;

2.13 “**person**” includes a juristic person;

2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

##### 80/20

$$P_s = 80 = 1 - \frac{P_t - P_{\min}}{P_{\min}}$$

Where

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

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	16
4	12
5	8

6	6
7	4
8	2
Non-compliant contributor	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by

SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.



**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution..... = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm :  
.....

9.2 VAT registration number  
: .....

9.3 Company registration number  
: .....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

.....  
SIGNATURE(S) OF BIDDER(S)

**WITNESSES:**

1. ....

2. ....

DATE:.....

ADDRESS:.....

.....

.....

**T2.1 L COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003**

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 (COID)(Act 130 of 1993).

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.

SIGNED ON BEHALF OF THE TENDERER: .....

**Note to tenderer:**

**Discovery that the tenderer has failed to make proper disclosure may result in BLOUBERG LOCAL MUNICIPALITY terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**

**T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX ..... T.50  
T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES ..... T.51  
T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.52  
T2.2 D KEY PERSONNEL..... T.53  
T2.2 E ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL ..... T.55

**T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX**

<b>SOUTH AFRICAN REVENUE SERVICES</b>	Tender No: .....																					
	Closing Date: .....																					
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>																						
<b>PARTICULARS</b>																						
1. Name of Taxpayer/Tenderer: .....																						
2. Trade Name: .....																						
3. Identification Number: (If applicable)	<table border="1" style="margin: 0 auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																					
4. Company / Close Corporation registration number:	<table border="1" style="margin: 0 auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																					
5. Income Tax reference number:	<table border="1" style="margin: 0 auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																					
6. VAT registration number: (If applicable)	<table border="1" style="margin: 0 auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																					
7. PAYE employer's registration number: (If applicable)	<table border="1" style="margin: 0 auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																					
8. Monetary value of tender:	<table border="1" style="margin: 0 auto; border-collapse: collapse; width: 100%; height: 40px;"> <tr> <td></td> </tr> </table>																					
<b>DECLARATION</b>																						
<p>I, ..... the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:</p> <p>(i) Have been satisfied in terms of the relevant Acts; or</p> <p>(ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them.*</p> <p>.....</p>																						
<b>SIGNATURE</b>	<b>CAPACITY</b>	<b>DATE</b>																				
<p><b>PLEASE NOTE:*</b> The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.</p>																						

**\*Failure to complete the above information will result in the disqualification of the tender.**

(Tenderer to submit an ORIGINAL TAX CLEARANCE CERTIFICATE)

**T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES**

**1. FINANCIAL STATEMENTS**

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the BLOUBERG LOCAL MUNICIPALITY.

**2. DETAILS OF CONTRACTOR'S BANK ACCOUNT**

I/We furnish the following information:

- a) Name of Bank: .....
  - b) Branch of Bank .....
  - c) Town/city/suburb where bank is situated .....
  - d) Contact Person at the Bank: .....
  - e) Telephone number of Bank: Code: ..... Number: .....
  - f) Account Number: .....
  - g) Bank rating (include confirmation from bank or financial institution): .....
- .....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER: .....

DATE: .....

**T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION**

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category 2EP PE or Higher.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.



**T2.2 D KEY PERSONNEL**

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid 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.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		HDI Status Yes/No	NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION		
HEAD QUARTERS  Partner/director						
Project Manager						
Other key staff						

(give						
designation)						
<u>PROJECT</u> <u>MONITORING</u>  Site(s) Supervisors						
Other staff key (give designation)						

SIGNED ON BEHALF OF TENDERER: .....

**T2.2 E ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL**

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. This curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the engineer.

SIGNED ON BEHALF OF TENDERER: .....

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

T2.3 A	PROJECT PROGRAMME AND METHOD STATEMENT .....	T.57
T2.3 B	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE .....	T.58

**T2.3 A PROJECT PROGRAMME AND METHOD STATEMENT**

Tenderer to supply project programme, using acceptable software, in enough detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER: .....

**Note to Tenderer**

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.**

**Part T2: Returnable Documents**

**Tender No: BM04/19/20**

T.58

**T2.3 B SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

<b>MONTH</b>	<b>VALUE (INCLUDING VAT)</b>
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6 (FINAL)	R .....
<b>TOTAL: R.....</b>	
<b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b>	

SIGNED ON BEHALF OF TENDERER: .....

**BLOUBERG MUNICIPALITY**

**CONTRACT No: BM04/19/20**

**FOR: CLUSTER 1 ELECTRIFICATION**

**Part T2: Returnable Documents**

**Tender No: BM04/19/20**

# **THE CONTRACT**

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION
PART C5	ANNEXURES

**PART C1: AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE ..... C.2

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY  
ACT, 1993 (ACT NO. 85 OF 1993) ..... C.5

C1.3 GUARANTEE ..... C.8

C1.4 CONTRACT DATA ..... C.10



**C1.1 FORM OF OFFER AND ACCEPTANCE**

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CLUSTER 1 ELECTRIFICATION**

The tenderer, identified in the offer signature block, has examined 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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

.....

Rand (in words); ..... (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.

Signature(s) .....

Name(s) .....

Capacity .....

for the tenderer .....

(Name and address of organization)

Name and signature of

witness ..... Date .....

**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the 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 signed by the authorized 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.

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer .....

(Name and address or organization)

Name and signature of witness .....

Date: .....

**Schedule of Deviations**

Item	Deviation 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 changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**For the Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

.....

(Name and address of organization)

Name and signature of witness .....

Date: .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

.....

(Name and address of organization)

Name and signature of witness .....

Date: .....

**BLOUBERG MUNICIPALITY**

**CONTRACT No: BM04/19/20 FOR: CLUSTER 1 ELECTRIFICATION**

**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)**

THIS AGREEMENT made at ..... on this the ..... day of.....in the year..... between THE BLOUBERG MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by ..... in his capacity as .....and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by ..... in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz..... and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2004 (1<sup>st</sup> Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2004"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clauses 54,55 or 56 of the GCC 2004.
3. The Principal Contractor declares himself to be conversant with the following:-
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i) Section 8: General duties of employers to their employees.
    - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.

C.91

- iii) Section 37: Acts or omissions by employees or mandatories and
  - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
  - v) Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the employer.
  5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
  6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
    - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
    - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
    - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2 .....

NAME

(IN CAPITALS) 1..... 2 .....

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS: 1..... 2 .....

NAME  
(IN CAPITALS) 1..... 2 .....

**C1.3 GUARANTEE**

The Municipal Manager  
Blouberg Municipality  
P.O Box 1593  
Senwabarwana  
0790

**CONTRACT: CLUSTER 1 ELECTRIFICATION– BM04/19/20**

I/We, the undersigned, .....  
.....  
.....

acting herein in my/our capacity as

..... and as such duly authorized to  
represent

.....(Hereinafter referred  
to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said Guarantor  
for the obligations of

.....  
(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract between the  
Municipal Manager and the said Contractor, and/or for the refund by the Contractor of any excess  
payments to the Contractor not due and which cannot be recovered from the amount of the retention  
money to the credit of the Contractor in terms of Clauses 7 and 49 of the General Conditions of Contract  
2004, and do further bind the Guarantor as surety and co-principal debtor with the Contractor for any  
other amounts which may become payable to the said Council from any cause whatsoever arising from  
the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R .....  
((..... %) of the contract amount) which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions  
of the said contract

and the Guarantor undertakes to pay the said amount of R  
.....

or such portion thereof as may be demanded immediately on receipt of a written demand from you in  
terms of Clause 7 of the General Conditions of Contract 2004. A certificate under your hand shall be  
sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of  
enabling provisional sentence or any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become due and  
payable by the Contractor to the Municipal Manager have been paid and you or the said Council shall  
always be entitled without your or the Council 's rights being affected, to release securities, to give time,  
to compound or to make any other arrangements with the Contractor, and any alteration or variation of  
the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 51(4) of the General Conditions of Contract 2004.

SIGNED at ..... on this ..... day of ..... 20.....

AS WITNESSES:

1. .... GUARANTOR

ADDRESS: .....  
..... 2.

.....  
ADDRESS: .....  
.....

**STAMP DUTY AND ENDORSEMENT**

STAMP DUTY WILL BE REQUIRED AS SHOWN BELOW

(i) **GUARANTEE PROVIDED BY BANK**

Five (5) cents for every R100.00 or part thereof

Maximum Duty R20.00 item 20(1) of Schedule 1 of Stamp Duties Act, 1968 (Act 77 of 1968)

(ii) **GUARANTEE PROVIDED BY INSURANCE COMPANY**

No duty

The document constitutes a policy of insurance under the Insurance Act, 1943 (Act 27 of 1943)

**ENDORSEMENT**

In all cases the Deed of Suretyship must be inscribed with the number of the guarantee of policy, as applicable.



## C1.4 CONTRACT DATA

### C1.4.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2004) published by the South African Institution of Electrical Engineering. (GCC).

#### Section 1: Data provided by the Employer

Clause	
1.1.4	Clause 1.1.4 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.14	The employer is the <b>BLOUBERG MUNICIPALITY</b> .
1.1.15	The Engineer is Math Engineering CC
1.2	The employer's address for receipt of communication is: Telephone: 015 505 7111 Facsimile: 015 505 0297 e-mail: tlhabanit@blouberg.gov.za Address: P.O Box 1593, Senwabaranwa,0790
1.2	The engineer's address for receipt of communication is: Telephone: 012 660 1813; Cell 083 229 5385 Facsimile: 086 658 2819 e-mail: info@math-engineering.co.za Address: P.O. Box 291, Celtis Ridge, 0130
1.6	The special non-working days are public holidays, Saturdays and Sundays.
1.6	The yearend break commences on 14 December 2019 and ends on 08 January 2019.
7.	The Guarantee is to contain the <b>same wording</b> as the document included as C1.3 under returnable documents.
7.	The amount of the Guarantee is to be 10% of Tendered Sum (Exclusive of contingencies and VAT)
7.	The Guarantee is to be delivered 14 days after the Letter of Acceptance.
10.	The Works are to be commenced within 14days of the Commencement Date.

12.2	The Works programme is to be delivered within 14days of the Commencement Date.
35.	The amount to be included in the sum insured to cover the value of: R 7 000 000.00
42.1	The Works shall be completed within 4 months as envisaged by the employer.

Clause	
42.5	<p>Add the following new clause:</p> <p><b>Extension of time due to Abnormal Rainfall</b></p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n) / 20$ <p><i>Where:</i></p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N<sub>w</sub> = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R<sub>w</sub> = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N<sub>n</sub> = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R<sub>n</sub> = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p>

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of  $N_n$ , then V shall be taken as being equal to minus  $N_n$ . The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in

<b>Clause</b>	
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the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

The rainfall records applicable to this Contract are those recorded at Weather Mara. The following values of  $N_n$  and  $R_n$  shall apply:

Month	$R_n$ (mm)	$N_n$ (days)
January	72.9	3.3
February	70.1	3.2
March	58.5	3.4
April	20.6	1.2
May	7.7	0.4
June	5.1	0.6
July	0.9	0.2
August	0.0	0.0
September	5.8	0.3
October	32.0	2.0
November	88.9	4.7
December	66.1	4.3
<b>TOTAL</b>	<b>428.7</b>	<b>23.6</b>

Unless otherwise provided in the Site Information, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.

Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with clause 42.5 hereof, exceed the number of "n" normal working days.

The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with clause 42.5 hereof.

43.1 The penalty for delay is 0.05% of the tender sum (excluding CPA and VAT).

46.2 The value of payment certificates is to be adjusted in accordance with the

Clause	
	<p>Contract Price Adjustment Schedule, where The value of “x” is 0,150</p> $-x) \square \square aL_t + bP_t + cM_t + dF_t - 1 \square \square$ <p>(1</p> $\square L_o \quad P_o \quad M_o \quad F_o \quad \square$ <p>Fixed : Estimate less than R10 000 000 or period less than 4 months</p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Electrical Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Electrical Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Electrical Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Polokwane.</p>
49.3	The percentage retention is 10% of the tender sum (excluding CPA and VAT).
49.6	A Retention Money Guarantee <b>is not</b> permitted.
53.1	The Defects Liability Period is twelve (12) calendar months after final completion date.
58.2/58.3	Disputes are to be referred to mediation.
58.4	Disputes are to be referred for final settlement to arbitration.

	Time within which payment to contractor for works done must be made: 14
<b>Clause</b>	
	days after measurement of Works by ER.

**Section 2: Data provided by the Contractor**

<b>Clause</b>																			
1.1.8	The contractor is .....																		
1.2	The contractor's address for receipt of communication is: Telephone: ..... Facsimile: ..... e-mail:..... Address:.....																		
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....%.																		
42.1	The Works shall be completed within ..... months as proposed by the contractor.																		
46.3	<p>The variation in cost of special material is:</p> <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> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>* Indicate whether the material will be delivered in bulk or in containers.</p>	SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH															
SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH																	

## **C1.8.2 Variations to the General Conditions of Contract**

The following amendments of the General Conditions of Contract 2004 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

### **1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS**

Add the following sub-clause:

**“1.1.25 Letter of Acceptance** means the letter from the Employer stating that the Contract has been awarded to the Contractor.”

**1.1.25 Selected sub contractor** shall mean a sub contractor selected in terms of clause 6 of the GCC.

### **2. ENGINEER AND ENGINEER’S REPRESENTATIVE**

#### **2.2 Engineer to consult with contractor and Employer**

Replace the word “Engineer” in the last sentence with the word “Employer”.

Add the following:

#### **“2.10 Authority of the Employer**

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Engineer and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.”

### **4. BASIS OF CONTRACT**

Change the number of clauses 4.2 to 4.5 to read 4.3 to 4.6.

Add the following:

#### **“4.2 Contractor deemed to have inspected the Site**

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
  - (b) the hydrological and climatic conditions.
  - (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
  - (d) the means of access to the Site and the Accommodation he may require
- and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”



### **4.3 Contractor's liability for his own design errors**

In the first line insert "and Temporary" between "Permanent" and "Works".

### **4.6 Compliance with Applicable Laws**

Amend subclause 4.6.2 to "Health and Safety".

Add the following:

#### **"4.6(3) Occupational Health and Safety Act**

The Contractor shall enter into and execute an Agreement as provided for under Section 37 (2) of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993). The Agreement shall be in the form included elsewhere in this document.

#### **4.6(5) Environmental Management Programme**

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract."

Add the following:

#### **"4.7 Extent of Contractor' obligations**

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required."

### **6. SUBCONTRACTING**

Add the following subclauses:

#### **"6.7 Continuing obligation extending beyond date of completion of the work**

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

#### **6.8 Convert the subcontract**

If the contract shall have been cancelled in terms of clause 55, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

## **11. ACCESS TO THE SITE**

11.1.2 Add the following to subclause 11.1.2

“Should these be insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

## **30. REMOVAL OF CONSTRUCTION EQUIPMENT**

Add the following: sub clauses:

### **“30.2 Preclude seizure of constructional plant**

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

### **30.3 Constructional plant brought to the site by the subcontractor**

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of constructional plant brought to the site by the subcontractor.”

## **32. CARE OF THE WORKS**

32.3.4 Delete the wording of subclause 32.3.4 and replace this clause with the following:

32.3.4 “Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the contract that the Contractor is to effect insurance against these risks.”

## **37.2 Daywork**

37.2.2 In the first line, after the word "schedule" insert the words "and for items not included in the daywork schedule".

## **45. PROVISIONAL AND PRIME COST SUMS**

45.1.2.1.1 In the first line after the word "sums" insert “excluding VAT”

45.1.2.1.2 In the fourth line after the word "amount" insert “excluding VAT”

**Part C1: Agreement and Contract Data**

**Tender No: BM04/19/20**

## **49 INTERIM PAYMENTS**

### **49.4 Employer's obligation to pay**

Add the following new paragraph:

"The Employer reserves the right to refuse payment of an interim certificate the value of which is less than the minimum value stated in C1.8.1 Section 1: Data provided by the Employer."

## **50 VARIATIONS EXCEEDING 15 PERCENT**

In the last paragraph, first line, replace "(if any)" with "(based on the amount by which such additions or deductions shall be in excess of 30 % of the Tender Sum)"

Add the following subclause:

### **"50.1.7 Variations exceeding 30% per cent**

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 39 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5 % of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

## **55 TERMINATION BY EMPLOYER**

55.1.3 Delete "with due diligence" and replace with "at a rate laid down in his approved programme or, otherwise, with due diligence".

55.1.6 Add the following to the end of the existing wording:

"has failed to expel a subcontractor after having been instructed to do so in terms of sub-clause 6.4, or"

## **56. CANCELLATION BY CONTRACTOR**

Delete the wording of subclause 56.1.1.2 and replace this clause with the following:

56.1.1.2 "Failing to pay the contractor the amount due in terms of any payment certificate issued by the engineer, provided that such payment certificate is acceptable to the employer and further more subject to the provision of sub-clause 2.8, within the time of payment provided in the contract, or."

## **58. SETTLEMENT OF DISPUTES**

55.1.1 Add to the end of the first paragraph the words "with the exception that the Engineer's decision on the true intent and meaning of drawings shall be final and binding."

**PART C2: PRICING DATA**

C2.1	PRICING INSTRUCTIONS .....	
C.21	C2.2 BILL OF QUANTITIES .....	C.25C

**2.1 PRICING INSTRUCTIONS**

- 1 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 standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump 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.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given 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 finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of subclause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities

are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the net measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorization for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final



and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

- 16 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in 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 works, is a breach to 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.
- 17 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.



## C2.2 BILL OF QUANTITIES

BILL OF QUANTITIES									
BLOUBERG LOCAL MUNICIPALITY									
CLUSTER 1 ELECTRIFICATION PROJECT									
P&G									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
<b>A</b>	<b>Site Establishment &amp; Safety</b>								
1	Site Establishment	Sum	0		1				
2	Payment of CLO (@ R3,900.00/month)	Prov. Sum	0		1				
3	Payment of Safety Representative (@ R 2 900/month)	Prov. Sum	0		1				
4	Payment of PSC Members @ R160 per member per sitting @ max of 12	Prov. Sum	0		1				
5	25-Ton Truck( Lowbed)	Mth	2		2				
6	8-Ton Crane Truck	Mth	2		0				
7	2-Tonner LDV	Mth	2		0				
8	1-Tonner LDV	Mth	2		0				
9	Sign Board	Sum	0		1				
10	Site Store & Storeman	Mth	0		2				
11	Staff Food and Accomodation	Mth	0		2				
12	Security	Mth	0		2				

13	Supervision	Mth	0		2				
14	Additional 24Hr Security December Holidays	Mth	0		0				
15	Payment of UIF EPWP	Prov. Sum	0		1				
16	Payment of EPWP Workers	Prov. Sum	0		1				
17	Health and Safety Requirements	Sum	0		1				
18	Handing Over Ceremony	Prov. Sum	0		1	R20 000		R20 000	R20 000
19	Compensation to landowners	Prov. sum	0		1	R10 000		R10 000	R 10 000
<b>B</b>	<b>Pegging out the works</b>	<b>Unit</b>	<b>MQty</b>	<b>MRate</b>	<b>LQty</b>	<b>LRate</b>	<b>Mtotal</b>	<b>Ltotal</b>	<b>Total</b>
1	MV Pegging (Surveyor Who mapped the area)	Prov. Sum	0		0				
2	LV Pegging (Surveyor Who mapped the area)	Prov. Sum	0		1				
3	AS-Built drawing by surveyor (Surveyor Who did the pegging of the project)	Prov. Sum	0		0				
4	Bush Clearing and Tree Felling	m	0		0				
<b>TOTAL</b>									

BILL OF QUANTITIES						
BLOUBERG LOCAL MUNICIPALITY						
CLUSTER 1 ELECTRIFICATION PROJECT						
<b>SECTION 1</b>						
	Item	Unit	QTY	Material Rate	Labour Rate	Total
<b>MV EQUIPMENT</b>						
1.1	<b>TRANSFORMER</b>					
	Supply and Install transformer and all auxiliary equipments					
1.1.1	Transformer 50KVA 22KV/415V	Ea	1			
1.1.2	Transformer 100kVA 22kV/415V	Ea	1			
1.1.3	Surge Arrestor Distribution 22KV 10KA Porcelain	Ea	9		+	
<b>1.2 EARTHING</b>						
	Supply and Install equipment earthing. All auxiliary equipment such as earth electrodes, earth connectors and conductor to be included.					
1.2.1	Conventional Transformer MV Earth	Ea	1			
1.2.2	Conventional Transformer LV Earth	Ea	3			
<b>1.3 MV TESTING</b>						
	Allowance shall be made for the complete testing and commissioning of Medium Voltage equipment.					
1.3.1	MV earth electrode test	Ea	1			
1.3.2	LV earth electrode test	Ea	3			
<b>1.4 MV Conductor</b>						
	Supply and Install 22kV MV conductor. Installation includes handling, stringing and final sagging.					
1.4.1	22 KV MV Fox Bare ACSR Conductor	m	700			
<b>1.5 MV Structures</b>						
	Supply and erect MV support structures including all auxiliary equipment.					
1.5.1	3 Phase - Staggered Vertical (600mm Spacing) Intermediate 0° Deviation	Ea	0			
1.5.2	3 Phase - Vertical (600mm Spacing) Intermediate-Small (1- ±10°) Deviation	Ea	0			
1.5.3	3 Phase - Vertical (600mm Spacing) Strain - Small(1-30°) Deviation	Ea	0			
1.5.4	3 Phase - Vertical (600mm Spacing) Strain - Large(30-90°) Deviation	Ea	1			

1.5.5	3 Phase - Vertical (600mm Spacing) Strain - Terminal	Ea	2			
1.5.6	3 Phase Take-off – Vertical 600mm Spacing	Ea	2			
1.5.7	3 Phase - Delta / 2,5m Wood X-arm - Strain – 0° Deviation	Ea	1			
1.5.8	3 Phase - H-Pole / 3,5m Wood X-arm - Strain - 0° Deviation	Ea	1			
1.6	<b>LABELS</b>					
	SUPPLY AND INSATLL ALL MV LABELS AS PER SPECIFICATION					
1.6.1	Aluminium pole tag 25mmx150mm with pole number	Ea	3			
	<b>SECTION 2</b>					
	<b>LV EQUIPMENT</b>					
2.1	<b>LV CONDUCTOR</b>					
	SUPPLY, STRING, MAKE-OFF, TENSION AND REGULATE - ABC CONDUCTORS ACCORDING TO SPEC ON WOODEN POLES					
2.1.1	3 x 70mm + 54.6mm bare neutral	m	400 0			
2.2	<b>LV STRUCTURES</b>					
	Supply and erect LV three-phase ABC wood pole support structures.					
2.2.1	LV 3 phase bare neutral ABC Suspension Assembly (0° - 30°)	Ea	42			
2.2.2	LV 3 phase bare neutral ABC Terminal Assembly	Ea	46			
2.2.3	LV 3 phase bare neutral ABC Strain Assembly (0° - 60°)	Ea	1			
2.2.4	LV 3 phase bare neutral ABC Strain Assembly (60° - 90°)	Ea	20			
2.2.5	LV 3 phase bare neutral ABC T from Intermediate	Ea	10			
2.2.6	LV 3 phase bare neutral ABC X Intermediate-Strain Assembly	Ea	1			
2.3	<b>LOW VOLTAGE FUSE UNITS</b>					
	Supply and install LV fuse units. Accessories inclusive of fuse bracket and mounting hardware, fuse holders and appropriate labels.					
2.3.1	Three phase trf and LV fuse holder connection - ABC conductor- 160A	Ea	6			
2.4	<b>SPLIT PREPAYMENT LV POLE MOUNTED SERVICE BOXES</b>					

	Electricity Dispenser Unit (STS Bases) complete including securing devices					
2.4.1	Box,Pole Top Split Meter 2-Way 50A	Ea	9			
2.4.2	Box,Pole Top Split Meter 4-Way 50A	Ea	56			
2.5	<b>LABELS</b>					
	SUPPLY AND INSATLL ALL V LABELS AS PER SPECIFICATION					
2.5.1	Aluminium pole tag 25mmx150mm with pole number	Ea	105			
	<b>SECTION 3</b>					
	<b>HOUSE SERVICE CONNECTIONS</b>					
3.1	<b>DIRECT &amp; INDIRECT CONNECTIONS</b>					
	TERMINATION OF SERVICE CONNECTION CABLES IN THE READYBOARD AND INSIDE THE METER BOXES, INCLUDING ALL ACCESSORIES FOR TERMINATIONS					
3.1.1	LV service connection with service pole (from the pole top box to the pre-paid meter)	Ea	155			
3.2	<b>METERS &amp; BASES</b>					
	SUPPLY, INSTALL AND CONNECT DIN RAIL SPLIT METER AND READY BOARD WITH COMMON RAIL. SCREWS INCLUDED					
3.2.1	Meter,Split Din Rail 20A	Ea	155			
3.2.2	Readyboard,Split Meter 2x16A SKTS	Ea	155			
3.3	<b>SERVICE CABLE</b>					
	Supply and Install service conductor. Installation includes handling, stringing and final sagging.					
3.3.1	10mm <sup>2</sup> Airdac with pilot core for service connection including IPC connectors	m	5050			
3.4	<b>CUSTOMER DATA COLLECTION</b>					
	Capturing and handing over of customer data					
3.4.1	Test and commissioning of service connections and issuing of COC's for individual house	Ea	155			
	<b>SECTION 4</b>					
4.1	<b>EXCAVATIONS &amp; TRENCHING</b>					
	Excavate, backfill and compact for holes and trenches for poles, stays, struts, flying stays and earth electrodes.					

4.1.1	Excavation, backfilling & compacting of a hole 1m for 5-meter pole in soil type compacted.	Ea	155			
4.1.2	Excavation, backfilling and compacting of a hole 1,3 meter (7-meter pole) in soil type.	Ea	75			
4.1.3	Excavation, backfilling and compacting of a hole, 1,5 meters (9-meter pole) in soil type.	Ea	31			
4.1.4	Excavation, backfilling and compacting of a hole 1,7 meters (10-meter pole) in soil type.	Ea	0			
4.1.5	Excavation, backfilling and compacting of a hole 1,8 meters (11-meter pole) in soil type.	Ea	3			
4.1.6	Excavation, backfilling and compacting of a hole 1,3 meters (LV stay hole) (rod diameter 12mm) in soil type.	Ea	83			
4.1.7	Excavation, backfilling and compacting of a hole 1,8 meters (MV stay hole) (rod diameters 20mm) in soil type - Depth 1.45 meters	Ea	6			
4.1.8	Excavation, backfilling & compacting of a LV strut hole 0.5 deep meters in soil type	Ea	9			
4.1.9	Excavation, backfilling & compacting of a MV 0.5m deep strut hole in soil type	Ea	0			
4.1.10	MV & LV Earthing trenching including excavation, backfilling and compaction	Ea	4			
4.2	<b>WOOD POLE PLANTING</b>					
	Supply and install poles.Pole top diameter ranges from 140mm to 220mm					
	<b>Planting By hand</b>					
4.2.1	POLE,80-100mm Top Diameter 5m; wood	Ea	155			
4.2.2	POLE,120-139mm Top Diameter 7m; wood	Ea	75			
4.2.3	Pole:160-179mm Top Diameter 9m; wood	Ea	31			
	<b>Planting by Crane</b>					
4.2.4	Pole:160-179mm Top Diameter 11m; wood	Ea	1			
4.2.5	Pole:180-199mm Top Diameter 11m; wood	Ea	2			
4.3	<b>STAYS AND STRUTS</b>					
	Supply and install stays and struts including all accessories					
4.3.1	Stay Assembly (LV - 35kN) wood poles	Ea	83			
4.3.2	Stay Assembly (MV - 97kN) wood poles	Ea	6			
4.3.3	Strut assembly Flat 45 Deg. bracket 7m and 9m Poles	Ea	9			

4.3.4	Strut assembly swivel bracket 11m wood poles	Ea	0			
<b>SUB-TOTAL 2: BOQ (To be Carried Forward to Summary of Totals)</b>						

<b>BILL OF QUANTITIES</b>		
<b>BLOUBERG LOCAL MUNICIPALITY</b>		
<b>CLUSTER 1 ELECTRIFICATION PROJECT</b>		
<b>SCHEDULE</b>	<b>ITEM</b>	<b>AMOUNT</b>
<b>SUB-TOTAL: SCHEDULE 1</b>	(P&G)	
<b>SUB-TOTAL: SCHEDULE 2</b>	BOQ	
	SUB TOTAL1	
	<b>ADD VAT @ 15%</b>	
<b>TOTAL TENDERED PRICE</b>		

## BLOUBERG MUNICIPALITY

### C3 Scope of Work

#### 1 DESCRIPTION OF THE WORKS

##### 1.1 EMPLOYER'S OBJECTIVES

- The project to be completed within reasonable budget and program.
- The tasks must be done in line with Eskom standards, SANS or IEC.
- The employer's objectives are to deliver public infrastructure using labour intensive methods

##### 1.2 OVERVIEW OF THE WORKS

- 22kV ACSR Overhead line internal reticulation network using 11m poles and fox conductor.
- Installation of transformers namely: 1 x 50kVA 3Ph and 1 x 100kVA 3Ph
- Low voltage network using 7m Poles, 70mm 3Ph.
- House connections (155 connections), Engineering Connections, Commercial Connections
- COCs'

Meters to be sealed by the Contractor including making good walls where ready board has been installed. The respective MV lines, transformers, auxiliary equipment and house service connections are to be constructed, commissioned, tested, energized and handed over to the Blouberg Local Municipality. The quality of work is to be audited by the contractor before being inspected by the project manager or his representative. The contractor is required to supply, deliver, install, test, commission, mark up as built drawings and hand over in working order the whole of the works associated with all MV, LV and metering. The contractor will provide a suitable site store and office. The detail of the works is included in the design drawings, bill of quantities and works information

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand* and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

##### 1.3 EXTENT OF THE WORKS

As stated in item 1.2 above.

##### 1.4 LOCATION OF THE WORKS

Cluster 1 comprises of Sias, Arie, Thorpe, Motadi and Gedion located different sites around Blouberg.



## TEMPORARY WORKS

Contractors' offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned. Safety & Security of the contractor's temporary works shall be to his own discretion. The safety of the Employer and Engineer's staff will also be the responsibility of Contractor. All reasonable steps should be taken to ensure the safety of all persons on site.

### 2 DRAWINGS

Layout drawings are included in the Bid document. The drawings are issued for tender purposes only. Construction drawings will be issued to the successful Bidder at the site hand over meeting.

### 3 Procurement

#### 3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule. See Blouberg Procurement policy on annexure 1.

### 4 CONSTRUCTION

#### 4.1 APPLICABLE NATIONAL AND INTERNATIONAL

(a) Relevant Eskom specifications

Title	Tick if publicly available
Medium voltage reticulation – part 4 – ESKOM	X
Low voltage reticulation standard – part – ESKOM	X
Earthing standard – part – ESKOM	X

Occupational and safety requirements			X
Document Number	Revision	Title of Document	Attached Y/N
SCSPVABF3	2	Occupational Health and Safety Requirements to be met by Contractors and Sub-Contractors Employed by Eskom	N
SCSPVABM9	0	Co-ordination of Safety on Capital Projects	N
SCSASAAN2	2	Standard for Sealing Metering Equipment	N
SCSREAAC	0	Mandatory Commissioning Tests for Electrification Installations	N

1			
SCSPVABP7		Internal Environmental Scoping Report- Reticulation Power Lines and Ancillary Services (DESD)	N
SCSSASABZ 1	0	Handing Over Documentation – Major Reticulation, Manor Reticulation, Electrification	N
		Major/ Minor Reticulation and Electrification Projects – Quality Checking Sheet	N
SCSASABZ4	0	Labelling of MV and LV Line equipment	N
SCSASABZ5	0	MV and LV Line identification	N
		Eskom Standard for Site Establishment	N

(b) Reference to National and International Standards

Topic	Document
Aerial Bundled Conductor	SABS 1418, part 1 to 3 DTS 0105 (NRS 018)
Bolts and Nuts Bolts, Eye Busbars	SABS 135 SABS 178 SABS 1195
CNE	SABS 1268: 1979
Cables, installation of electric	NRS 016: 1991
Cables, low voltage	SABS 0198: 1988 NRS
Cables, medium voltage	012: 1991
Cables (house service split concentric)	NRS 013:1991
Cable Glands	DTS 0084 (NRS 017)
Cables Ties	SABS 808
Clamps (strain for split concentric)	DTS 0086 (NRS 020)
Clamps (suspension for split concentric)	
Clamps Strain	
Clevis Tongue Adaptor (Twisted)	
Clips for Wiring	SABS 178
Compression Fittings	SABS 178
Concrete Poles	
Conductor ACSR/AAC and AAAC	BS 3250 Part 1 (Tests)
Conductor, Covered	SABS 470
Conduit	DTS 0106
Connectors, lug/ termination	SABS 182
Connectors, insulation piercing	DTS 0087 (NRS 021)
Conductor, mid-span/ full tension	NRS 028
Connectors	EDF 6737/ HN 33 E60
Cross Arm Braces	(Main cable 350 mm <sup>2</sup> to
	70mm, takeoff 6mm to 35
	mm)
Cross Arms	
D Fuses	SABS 0162
	SABS 1200 H/HA
Earthing Rods	SABS 0162
	SABS 1200 H/HA
	DTS 0048 Rev 0
Electricity Dispenser	SABS 1063
Fitting (strain and suspension)	SABS 0199
ABC	
Fuse Holder	SABS 1524-1
Fuses	NRS 009-1
	DTS 0105 (NRS 018)
	SABS 172
Galvanizing	SABS 763: 1988
Harness Wiring	SABS 935

Topic	Document
Insulator Hardware Insulator Spindle	IRC/ NWS 1536 DTS 0092
<p>Isolator</p> <p>Line Construction Links Trilinks Links, ganged 3 phases (isolators) Link, pull Stick (Knife links) Links, single Pole "Hulinks" Long Rod Insulators</p> <p>Miniature Circuit Breakers OHASA Act (1993) and it's regulations and amendments</p> <p>Pole Top Service Box Post Insulators Preformed Tension Wraps Preformed Ties</p> <p>Ready Boards Reticulation LV Road crossing standard</p> <p>Safety on Construction Sites Service box Stainless Steel Straps and Buckles</p>	<p>SABS 0162 SABS 1200 H/HA</p> <p>NWS 1512 IEC/ NWS 1536 IEC/ NWS 1536 IEC/ NWS 1536 IEC/ NWS 1536 DTS 0092</p> <p>SABS 156</p> <p>DTS 0104 (NRS 032) DTS 0092 SABS 178</p> <p>DTS 0085 (NRS 019) DTS 0090 (NRS 023) DTS 0060</p> <p>NWS 1058 DTS 0104 (NRS 032)</p>
<p>Stay Assemblies Stay Attachment Brackets Stay Insulators Stay Wires Surfix Wiring Surge Diverters Symbolic Safety Signs</p> <p>Transmission line hardware</p> <p>Washers Wire, PVC Covered Wire Rope Grips Wood Poles, pine gum</p>	<p>BS 16 SABS 0162</p> <p>SABS 182, Part 5 SABS 1507 NWS 1108 SABS 186: 198</p> <p>NWS 1827</p> <p>SABS 135 SABS 182 BS 462 SABS 753 SABS 754</p>

(c) Guidelines and Recommended Practices

Title	Document
Overhead Reticulation: Recommended Practice for Low Cost Urban Reticulation Eskom Electrification Standard : Volumes 1 & 2	NRS 023: 1991 (DTS 0090)
Code of Practice for the Application of CNE on Low Voltage Distribution Systems.	
Power Line Crossing of Proclaimed Roads, Railway Lines, Tramways and Important Communication Lines.	NRS 016 : 1991
Code of Practice for Joint use of Structures for Power and Telecommunication Lines.	(DTS 0103)  DTS 0060 z NRS 043 of 1997

## 4.2 PARTICULAR / GENERIC SPECIFICATIONS

### MV FEEDER LINE AND LV RETICULATION CONSTRUCTION

- (a) All work shall be in accordance with Occupational Health and Safety Act and the structures used shall be of Eskom standard as outlined in the list of drawings in this Tender document.
- (b) Excavations

The excavations or drilling for the MV and LV poles and stay holes shall be in accordance with the following requirements:

Dimensions	For 11m Poles holes	For 9m pole holes	For stay holes
Width	1.2m	1.2m	1.2m
Breadth	0.6m	0.6m	0.6m
Depth	1.8m	1.6m	1.4m

- (c) Wood poles and their planting
- i) The 11m and 13m wood poles to be supplied on this project shall comply with SABS 753 or 754, group strength A and shall bear the SABS mark of approval. Preservation used on the poles shall comply with requirements for type A1 of SABS 590 and the impregnation shall have been carried out in accordance with SABS 05 using the empty cell pressure process.
- ii) All wood poles shall be positioned plumb vertical in the centre of the excavations viewed from any direction according to the drawings.
- iii) Backfilling shall be done according to SCSASABK8- Eskom Distribution Standard for soil compaction for stay and pole foundations.
- iv) The layers shall be compacted to a minimum density of 90% MOD AASHTO before the next layer of soil is placed.
- v) The dimensions shall be 180mm – 200mm tops.

(d) MV and LV structures

The insulators together with their fittings shall comply with SABS 177.

The MV structures supplied and installed shall be in accordance with the span drawings and shall be installed on the poles in accordance with the structure identification codes indicated on the layout.

BIL bonding conductors shall be installed on all structures as per Eskom's standard. The earth wire shall be bonded to the ground.

On the LV networks the contractor shall supply and install the structure types indicated by the codes on the layout drawing.

(e) MV and LV Conductors

Steel reinforced aluminum fox conductor shall be supplied and installed for stringing the complete MV line. The MV conductor shall be tensioned in accordance with the tension or stringing charts issued.

(f) MV and LV Stays

The contractor shall supply and install all the materials for the stays indicated on the layout drawings. The staying shall be adequate to maintain correct tension of the line and the vertical position of every pole on the line. The stays shall be spliced and bound in, in an acceptance manner and using approved performed materials only.

The angle between the stays and the pole must be 35 and 45 degrees. The stays must be made off on the pole, as near as practicable to the point of resultant stress with one and half complete turns around the pole and supported by a suitable clamp.

The stay hole shall be vertical, not less than 1.5 m deep and no wider than necessary to accommodate the baseplate with a narrow side channel cut to embed the rod at the correct angle.

The baseplate and the portion of the rod within the stay hole shall be firmly packed with hard material. The stay wire shall be of galvanized material and the individual stay strands shall have a breaking stress of not less than 695 MPa and shall comply with SABS 182 part 5.

(g) Transformer installation

The contractor shall supply and install all materials for transformer installations. The installation shall be done to meet the requirements of the latest Eskom installation code of practice. All the H-pole arrangement, fused links, surge arrestor and earthing must be installed to Eskom standards.

(h) Marking of Wooden Poles or Pole numbering

The contractor shall be responsible for providing numbering labels on the wooden poles. The numbering labels shall be manufactured from galvanized sheet steel of minimum thickness 0.8 mm.

The numbering labels shall meet the numbering format indicated on the line and in sequence. They shall be fixed to poles at a height of 2.0 m above the ground level facing towards the roadside where applicable. The plates shall be fixed by means of 50 mm nails through and the numbers or letters shall be 6 mm high punched with a number and letter punch.

(i) House connections

The contractor shall supply and install all the materials for completing all the house connections. The connections shall be completed by using 4mm or 10mm airdac strung from the services boxes to the meter boxes installed outside the houses. The sag of the airdac shall be adequate to meet the clearances specified in Eskom standards. Where the sag is unacceptable some immediate 5m shack poles shall be installed close to the house. An Eskom approved meter box shall be installed outside the house with prepayment meter and base installed inside the house.

(j) Sample Line Board

Not applicable.

(k) Prepaid meters

All meters to be supplied by the contractor.

Meter to be 20A Prepaid Keypad type.

All meters to be sourced from the approved Municipal supplier.

Details of the order to be submitted to the Engineer for approval before confirmation of order.

(l) Overhead Connection

Connections shall be made overhead.

Contractor to supply and install all material necessary for a complete overhead connection to each structure.

Rate to include the supply of all material, installation of the material, stringing of the airdac and connection of airdac to meter base.

(m) Energise, Test and COC of Installation

House connections to be commissioned and tested according to SCSASABZ1.

The Contractor is to submit a copy of the Certificate of Compliance (COC) for each meter installed and tested to the Project Manager.

CRP data according to Customer Services Department requirement and standard (refer to item p) Relevant Eskom specifications of SCSASABZ1) to be captured in electronic format (excel) after COC installation has been issued and submitted to the Employer's representative.

(n) Final Inspection

During the implementation of the project the Engineer shall inspect the work completed to ensure that it meets the construction quality requirements. At the completion of the project the Engineer will arrange for a final inspection to be carried by all involved and ensure that all handing over documents are signed by all parties.

(o) Drawings

The following Eskom structure drawings are relevant for the MV line construction.

DT Number	MV Structure Drawings that are part of the Eskom Standards	Attached
D-DT-1710	3 PH Staggered vertical 600 spacing intermediate 0 deg deviation	No
D-DT-1711	3 PH Staggered vertical 600 spacing intermediate small 1-10 deg deviation	No
D-DT-1712	3 PH Staggered vertical 600 spacing intermediate medium 10-30 deg deviation	No
D-DT-1713	3 PH vertical 600 spacing strain intermediate (0) deg deviation	No
D-DT-1714	3 PH vertical 600 spacing strain intermediate small 1-30 deg deviation	No
D-DT-1715	3 PH vertical 600 spacing strain intermediate large 30-90 deg deviation	No



D-DT-1716	3 PH vertical 600 spacing strain terminal	No
D-DT-1740	3 PH Delta 2500 wooden cross arm intermediate 0 deg deviation	No
D-DT-1768	3 PH H-Pole/ 2x 4500 wooden cross arm strain medium 1-60 deg deviation	No
D-DT-1774	3 PH H-Pole/ 2x 3500 wooden cross arm strain medium 1-60 deg deviation	No
D-DT-1776	3 PH H-Pole/ 4500 wooden cross arm strain terminal	No
D-DT-1778	3 PH H-Pole/ 2x 4500 wooden cross arm strain medium 1-60 deg deviation	No
D-DT-1779	3 PH H-Pole/ 2x 4500 wooden cross arm strain terminal	No
D-DT-1825	3 PH re closer structure	No
D-DT-1848	3PH transformer structure	No
D-DT-1860	11 m wood pole 16-100 kVA transformer structure	No

#### 4.2.1 Transportation of labourers

The labour employed on this contract shall be local labour; hence there should be no need for transportation of labourers to site.

#### 4.2.2 Training

The Contractor shall undertake the training of the labourers. The training shall be a day long and shall cover the key features of the electrification installation. In addition, the course shall cover the health and safety issues to be observed by all labourers for the duration of the project. At the end of the project the Contractor shall issue certificates to all deserving labourers.

Provision should be made for further training by a SETA certified training facilitator. This training will be 2 days for every 22 days work done by the labourers. Payment for the training time of the labourers and training will be made from a provisional sum. The Contractor should provide the names of trainers, proposed courses and names of the labourers to attend the training to the Engineer for approval.

#### 4.2.3 EPWP labour intensive specification

##### 4.2.3.1 Special Project Specification

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

### 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 SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

#### 4.2.3.2 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 5EE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1EE, 2EE, 3EE and 4EE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b> any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b> any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's resident on the site)	5 this single	Manage Labour Intensive Construction Processes most senior representative that is	Skills Programme against

#### 4.2.4 Employment of Unskilled and Semi-Skilled workers in Labour-Intensive Works

##### 4.2.4.1 Requirements for the sourcing and engagement of labour.

4.2.4.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

4.2.4.1.2 The rate of pay set for the SPWP is R ..... per task or per day.

4.2.4.1.3 Tasks established by the contractor must be such that:

the average worker completes 5 tasks per week in 40 hours or less; and the weakest worker completes 5 tasks per week in 55 hours or less.

4.2.4.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.2.1.3.

4.2.4.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income; where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

4.2.4.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

## **4.2.5 Specific provisions pertaining to SANS 1914-5**

### **4.2.5.1 Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

### **4.2.5.2 Contract participation goals**

4.2.5.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

4.2.5.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

### **4.2.5.3 Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

### **4.2.5.4 Variations to SANS 1914-5**

4.2.5.4.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

4.2.5.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

#### **4.2.5.5 Training of targeted labour**

4.2.5.5.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

4.2.5.5.2 The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

4.2.5.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026.

4.2.5.5.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

4.2.5.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

4.2.5.5.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4.2.2.2.5.4 above.

4.2.5.5.5 Proof of compliance with the requirements of 4.2.2.2.5.2 to 4.2.2.2.5.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

#### **4.4 CERTIFICATION BY RECOGNIZED BODIES**

Refer to the Supplementary Specifications in Annexure 3

#### **4.5 PLANT AND MATERIALS PROVIDED BY THE EMPLOYER**

None

#### **4.6 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER**

There are no services that will be provided by the client.

### **5 MANAGEMENT**

#### **5.1 APPLICABLE SANS 1921 STANDARDS**

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

1) SANS 1921-1

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

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

The associated Specification Data is as follows:

<b>SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works</b>	
<b>Clause</b>	<b>Specification data</b>
<b>Essential data</b>	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is ..... N/A
4.3.1	The planning, programme and method statements are to comply with the following: 1)..... 2)..... 3)..... State requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, etc., if not provided in the contract data. Provide particulars of phased completion, programme constraints, milestone dates for completion, etc., as necessary. State requirements for sequencing, as required. State any requirements for software for programmes.
4.3.3	The notice period for inspection is .... Days
4.7.3	The overbreak allowances for blasting are provided for in the scope of work. <i>(Compiler to include the above if appropriate or specify the overbreak allowances if not provided elsewhere)</i>
4.9.3	The trees and shrubs which are not to be disturbed are identified in the scope of work.
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: NONE
4.12.2	The fabrication drawings that the contractor is to provide and deliver to the employer are: N/A
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) <b>Site office</b> which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m <sup>2</sup> in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.
4.14.5	The Contractor is required to provide latrine and ablution facilities.

4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: NONE
4.17.3	Services which are known to exist on the site are: NONE
4.17.4	The requirements for detection apparatus are: NONE
4.18	The following standards and specifications shall be in addition to the provisions of 4.18: NONE

<b>Variations</b>			
1..... 2.....			
<b>Additional clauses</b>			
<b>1 Site meetings and procedures</b>			
The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.			
The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.			
<b>2 Water and electricity</b>			
The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:			
a)	water	:	
A			
b)	electricity	:	
A			
<b>Service</b>	<b>Option</b>		
	<b>A</b>	<b>B</b>	<b>C</b>
	<b>Contractor responsibility</b>	<b>Employer responsibility</b>	

Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

## 5.2 Particular / generic specifications

Refer to the Technical specification document in Annexure 1

## 5.3 Recording of weather

If abnormal rainfall or wet conditions occur during the course of the contract, the employer may grant an extension of time in accordance with clause 45 of the general conditions of contract, calculated in accordance with the formula given below for each calendar month or part thereof:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The symbols shall have the following meanings:

V = Extension of time in calendar days for the calendar month under consideration. When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month on which a rainfall of Y mm or more were recorded.

Nn = Average number of days, derived from existing rainfall records, on which a rainfall of Y mm or more were recorded for the calendar month.

Rw = Actual rainfall in mm recorded on the site in an approved rain gauge for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month, derived from existing rainfall records.

The total extension of time is the algebraic sum of all the monthly totals for the period under consideration, but if the total is negative, the time for completion will not be reduced on account of subnormal rainfall. Extensions of time for part of a month will be calculated by using pro rata values for Nn and Rn.

The factor  $(Nw - Nn)$  is considered a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor  $(Rw - Rn)/X$  is considered a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

#### **5.4 Unauthorised persons**

The Contractor shall keep unauthorized persons from the works at all times Under no circumstances may any person except guards be allowed to sleep on the building site.

#### **5.5 Management meetings**

The responsible and account person from the contractor side to always attend this meeting and safety reports and discussions to be first item on the agenda. All participates to the meeting to always read and bring copies of the minutes to the meeting. Other details to be furnished later.

#### **5.6 Forms for contract administration**

Refer to Returnable Documents for contract related forms that should be completed.

#### **5.7 Electronic payments**

- Blouberg Municipality shall pay the contractor by means of a cheque.
- Or The contractor shall register with Blouberg Municipality for Electronic funds transfer (EFT) payment.

#### **5.8 Daily records**

The contractor shall make records of the following on a daily basis:

- Rainfall figures as described in 5.3
- Diary of activities

#### **5.9 Payment certificates**

Measurements will be done continuously between the Client's Representatives and the Contractor on dates and time agreed on. Dates must be arranged by these parties.

The progress of the following items will be recorded hereunder:

The contractor will provide a concept with quantities to the Client. If any material on site is claimed, proof of ownership must be provided either by means of the necessary receipts or a letter from the supplier stating that ownership has been transferred to the contractor upon delivery.

After the payment certificate has been approved by the Client, the contractor must issue a VAT invoice. The certificate will then be ready for handing in.



Payment certificates must be completed monthly and submitted before each site meeting, to ensure that percentage progress can be ready for the site meeting each month.

#### **5.10 Permits**

All persons entering and leaving the construction site shall report to the contractor.

#### **5.11 Proof of compliance with the law**

The Contractor shall at all stages comply with the following:

- Have an updated Health and Safety Plan.
- Adhere to safe working procedures and the use of personal protective equipment.
- Report to the engineer and as per the OHS Act any injuries on duty, during the shift when the injury occurs.
- Have and up to date tax clearance certificate.
- Proof of good standing with the compensation commissioner.
- Report to the Department of labour when listed work is done as per the Occupational Health and Safety Act.
- Have an employment contract with each employee or labourers.
- Meet remuneration obligations regarding all employees and labourers.

# **BLOUBERG MUNICIPALITY**

## **C4 Site Information**

Summer outside conditions: : 35 °C  
Winter outside Conditions : 2 °C  
Room Conditions : 23 °C, 50% relative humidity  
Tolerance : ± 1.5%

Vegetation : Dense

Soil Type : Sandy and Rocky

### **SITE LOCATION**

Cluster 1 villages are located approximately +/-100 kilometres from Polokwane.

### **ACCESS TO SITE AND RESTRICTIONS**

The access roads will be established during the contractors' compulsory site briefing meeting.

### **EXISTING SERVICES, SERVITUDES AND WAYLEAVES**

Existing underground services are not known at this stage.

Should the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant authority.



**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No: BM04/19/20  
FOR: CLUSTER 1 ELECTRIFICATION**

# **PART C4: SITE INFORMATION**

C4.1 LOCALITY PLAN ..... C.159





**BLOUBERG LOCAL MUNICIPALITY**

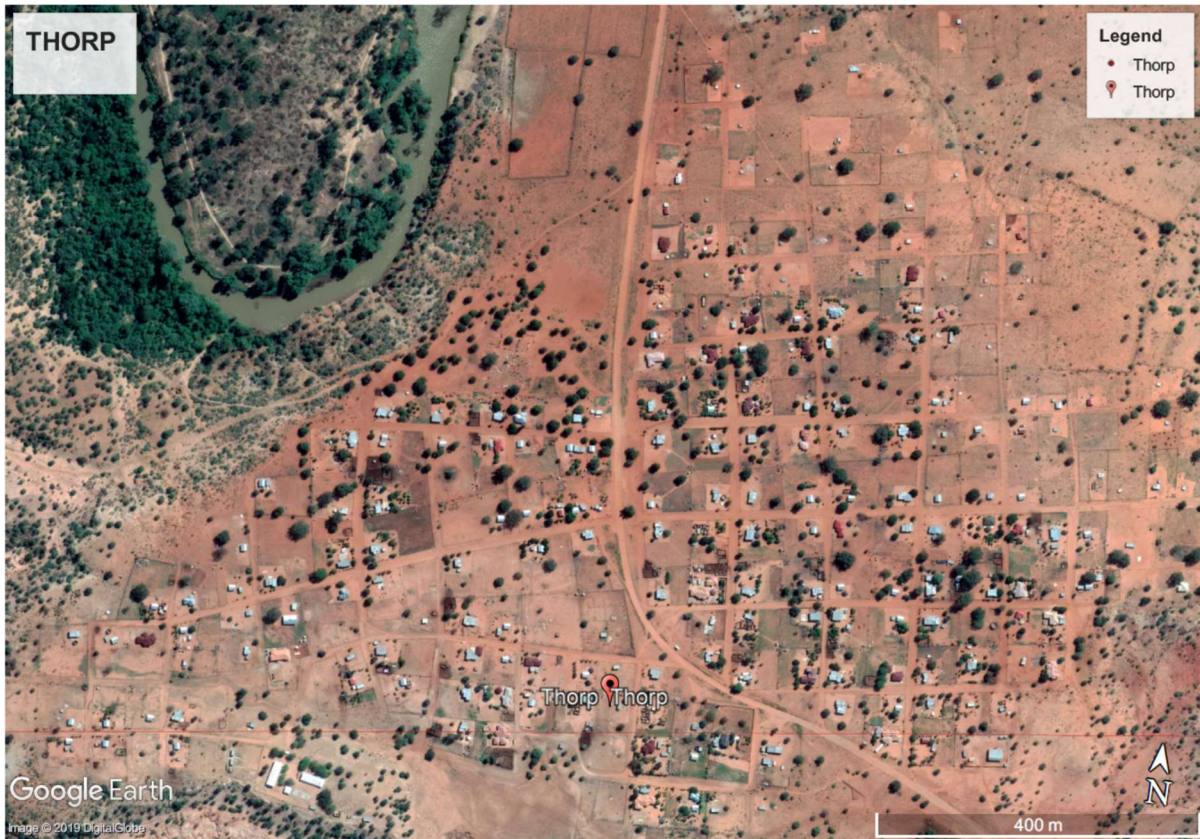
**CONTRACT No: BM04/19/20**





**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No: BM04/19/20**













**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No: BM04/19/20**

**Part C4: Site Information Tender**

**No:BM04/19/20**

**FOR: CLUSTER 1 ELECTRIFICATION**

**PART C5: ANNEXURES**

C5.1	PROFORMA DOCUMENTS .....	C.161
C5.2	BLOUBERG LOCALMUNICIPALITY SUPPLY CHAIN POLICY .....	C.173
C5.3	HEALTHY AND SAFETY 2 .....	C.174
C5.4	HEALTHY AND SAFETY 2.1 .....	C.175
C5.5	CONTRACT DRAWINGS .....	C.176

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No: BM04/19/20  
FOR: CLUSTER 1 ELECTRIFICATION**

**C5.1 PROFORMA DOCUMENTS**

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PROFORMA .....	C.162
C5.1.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT .....	C.164
C5.1.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT .....	C.167
C5.1.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT	C.168
C5.1.5	FORM RDP 11(E) : GENERIC TRAINING REPORT .....	C.169
C5.1.6	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT .....	C.170
C5.1.7	FORM RDP 13(E) : ENGINEERING TRAINING REPORT .....	C.171
C5.1.8	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT .....	C.172

**C5.1.1 RETENTION MONEY GUARANTEE PROFORMA**

**EXAMPLE**

Blouberg Municipality  
P.O Box 1593  
Senwabarwana  
0970

FOR INFORMATION ONLY:  
This Guarantee is not to be completed and signed by the Guarantor.  
A separate form will be issued to the successful Tenderer

**Notes to Tenderer**

1. **This pro forma is for information only. The successful tenderer’s guarantor will need to reproduce it without amendment, omission or addition for completion and lodgment with the Employer.**
2. **The tenderer’s guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

**CONTRACT NO: BM04/19/20**

**FOR : CLUSTER 1 ELECTRIFICATION**

The guarantee is issued on behalf of .....

Registration No .....

(hereinafter referred to as “the Contractor”) in connection with the above-mentioned contract (hereinafter referred to as “the Contract”).

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorized to represent the .....

.....

(full name of guarantor) registration number .....

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at .....  
or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to .....  
(R.....) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.

**Part C5: Annexure**

**Tender No: BM04/19/20**

5. This guarantee is neither negotiable nor transferable 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 4 (above), whichever is the earlier.

Signed at ..... for and on behalf of .....

on this the ..... day of ..... in the year .....

GUARANTOR: .....

AS WITNESS:

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

NAME(Print): ..... NAME(Print): .....

ADDRESS ..... ADDRESS .....

.....  
.....

**C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT**

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm : .....
- Postal address : .....
- Telephone no. : .....Fax no .....
- Contact person : .....
- VAT registration no. : .....

2. Type of firm (tick as appropriate)
- Partnership.....
  - One person business/sole trader.....
  - Close corporation: registration no.....
  - Date of registration.....
  - Company: registration no.....
  - Pty Ltd: registration no.....

3. Principal Business Activities : .....

4. Service/work to be performed on this contract: .....

5. Participation in this contract
- as a Sub-contractor Yes/No
  - in a Joint Venture Yes/No
  - with main contractor Yes/No
  - with a sub-contractor Yes/No

6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the

Employers of the projects listed.

PROJECT ANDWORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANCS

**Notes to tenderer:**

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

**8. Declaration**

I, .....,  
being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this  
business is as stated above and that the information furnished is true and correct.

Signature .....

Name (print) .....

Date .....

Signed on behalf of (print name) .....

Address .....

.....

Telephone no. ....

Commissioner of Oath .....

Date .....

**Note: In the case of a Company a certificate of authority for signatory must be provided.**



## EXAMPLE

## C5.1.3 FORM RDP 9(E): CONTRACT EMPLOYMENT REPORT

CONTRACT NO : BM04/19/20

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2019										
NAME OF COMPANY OR FIRMAND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMAL E	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								

Part C5: Annexure

Tender No: BM04/19/20

		Engineer (EN)								
		Admin (AD)								
		Others (o)								
									<b>TOTALS</b>	
									<b>GRAND TOTALS</b>	

EXAMPLE

**C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT**

**CONTRACT NO: BM04/19/20**

<b>REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____</b> <b>2019</b>				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				

Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
<b>TOTALS</b>				

**EXAMPLE**

**C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT**

**CONTRACT NO: BM04/19/20**

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2019										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF INHOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE		

C.175


**TOTAL**  
**TOTAL ALL TRAINEES**

## EXAMPLE

## C5.1.6 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

CONTRACT NO : BM04/19/20

REPORT ON ENTERPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2019										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF INHOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE


**EXAMPLE**

**C5.1.7 FORM RDP 13(E) : ENGINEERING TRAINING REPORT**

**CONTRACT NO : BM04/19/20**

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2019										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF INHOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE		





**EXAMPLE****C5.1.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT****CONTRACT NO : BM04/19/20**

<b>REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2019</b>						
<b>DATE OF MEETING</b>	<b>COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING</b>		<b>NUMBER OF COMMUNITY MEMBERS PRESENT</b>	<b>DURATION OF MEETING (hours)</b>	<b>TOTAL COST OF THE MEETING</b>	<b>COMMENTS</b>
	<b>NAME</b>	<b>VENDOR NO.</b>				

Part C5: Annexure

Tender No: BM04/19/20

C.180


C.173

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No: BM04/19/20 FOR: CLUSTER 1 ELECTRIFICATION**

**C5.2 BLOUBERG LOCAL MUNICIPALITY SUPPLY CHAIN POLICY**

The supply chain policy of the Municipality is attached on the next page.

PLEASE REFER TO BLOUBERG WEBSITE FOR SUPPLY CHAIN MANAGEMENT POLICY

**Part C5: Annexure**

**Tender No: BM04/19/20**

**C5.3 HEALTHY AND SAFETY 2**

Part C5: Annexure  
Tender No: BM04/19/20

# HEALTH AND SAFETY SPECIFICATION

## ANNEXURE 1

### APPOINTMENT LETTERS

Company Logo	<b>Company Name</b>
	<b>Company Address</b>
	<b>Company Address</b>
	<b>Code</b>

Attention: **(Assistant Construction Supervisor's Name)**

#### APPOINTMENT OF THE ASSISTANT CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 6(2)

I, **(contractor's name)** hereby appoint **(assistant construction supervisor's name)** as the assistant supervisor responsible for **(site address)** to carry out the construction work of **(description of construction work and area of responsibility)**.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction Supervisor in his absence.

You are required to report any deviations of the above-mentioned instruction to **(construction supervisor's name)** and in his absence to the contractor's representative.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

---

You shall submit a written weekly report any non-compliance with the construction Regulations, 2003.

_____	_____	_____
Contractor's Representative full name	Signature	Date
.....		

Kindly confirm your acceptance of this appointment by completing the following:

I, (***assistant construction supervisor***) understand the implications of the appointment as detailed above and confirm my acceptance.

_____	_____	_____
Assistant construction supervisor's full name	Signature	Date



**Company Name**  
Company Address  
Company Address

Code Attention: **(Safety Officer's Name)**

**APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 6(6)**

I, **(contractor's name)** hereby appoint **(safety officer's name)** as the Construction Health and Safety Officer responsible for **(site address)** to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2003 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

.....  
Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction health and safety officer's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction Health&Safety Officer's full name      Signature      Date





**Company Name**  
Company Address  
Company Address  
Code

Attention: **(Construction Vehicle and Mobile Plant Inspector)**

**APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 21(1)(j)**

I, **(contractor's name)** hereby appoint **(construction vehicles and mobile plant inspector's name)** as the construction vehicles and mobile plant inspector responsible for **(site address)** to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date  
.....

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction vehicles and mobile plant inspector's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction vehicles and mobile plant      Signature      Date  
inspector's full name  
*Annexure 1: Health and Safety Specifications*  
*1.4 Appointment Letter of Sub-Contractor*

**Company Name**

	Company Logo	Company Address Company Address Code
--	-----------------	--

Attention: **(Sub-Contractor's Name)**

**APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION  
5(3)(b)**

I, **(contractor's name)** hereby appoint **(sub-contractor's name)** as the sub-contractor responsible for **(site address)** to carry out the construction work of **(description of construction work)**.

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2003. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name	Signature	Date
---------------------------------------	-----------	------

Kindly confirm your acceptance of this appointment by completing the following:

I, **(sub-contractor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

---

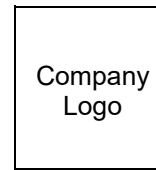
1.4 Appointment Letter of Sub-Contractor

\_\_\_\_\_  
Sub-Contractor's Representative full name Signature

\_\_\_\_\_  
Date

---

1.5 Appointment Letter of Construction Supervisor



**Company Name**  
**Company Address**  
**Company Address**  
**Code**

Attention: **(Construction Supervisor's Name)**

**APPOINTMENT OF THE CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 6(1)**

I, **(contractor's name)** hereby appoint **(construction supervisor's name)** as the Supervisor responsible for **(site address)** to carry out the construction work of **(description of construction work and area of responsibility)**.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the above-mentioned instructions to **(contractor's name)**. This appointment is valid from **(date)** to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

---

Contractor's Representative full name

---

Signature

---

Date

Contract: BM04/19/20

Kindly confirm your acceptance of this appointment by completing the following:

---

Annexure 1: Health and Safety Specifications  
1.5 Appointment Letter of Construction Supervisor

I, (**construction supervisor**) understand the implications of the appointment as detailed above and confirm my acceptance.

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Construction Supervisor's full name	Signature	Date
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1.7: Appointment Letter of Formwork and Support Work Supervisor

Company Logo	<b>Company Name</b>
	Company Address
	Company Address
	Code

Attention: **(Excavation Work Supervisor's Name)**

**APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 11(1)**

I, **(contractor's name)** hereby appoint **(excavation work supervisor's name)** as the excavation work supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(excavation work supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Excavation Work Supervisor full name      Signature      Date

**Company Name**

Annexure 1: Health and Safety Specifications  
1.7: Appointment Letter of Formwork and Support Work Supervisor



Company Address  
Company Address  
Code

Attention: **(Form work and Support work supervisor's name)**

**APPOINTMENT OF THE FORMWORK AND SUPPORT WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 10(a)**

I, **(contractor name)** hereby appoint **(formwork and support work supervisor's name)** as the formwork and support work supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all formwork and support work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to formwork and support work that the necessary precautionary measures are taken and enforced. Hazards are reported in writing to the Construction, Health and Safety Officer and the Construction Supervisor.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's representative full name      Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(formwork and support work supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Formwork and Support Work Supervisor's full name      Signature      Date

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1.11: Appointment Letter of Stacking and Storage Supervisor

Company Logo	<b>Company Name</b>
	Company Address
	Company Address
	Code

Attention: **(Ladder Inspector's Name)**

**APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 13(A)**

I, **(contractor's name)** hereby appoint **(ladder inspector's name)** as the ladder inspector responsible for **(site address)** to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You shall ensure that when becoming aware of any health and safety hazards in respect to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(ladder inspector's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Ladder inspector's full name                      Signature                      Date



1.11: Appointment Letter of Stacking and Storage Supervisor

Company Logo	<b>Company Name</b>
	Company Address
	Company Address
	Code

Attention: **(Risk Assessor's Name)**

**APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION REGULATION 7(1)**

I, **(contractor's name)** hereby appoint **(risk assessor's name)** as the construction site risk assessor responsible for **(site address)** to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction site risk assessor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction site Risk Assessor's      Signature      Date full name

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1.11: Appointment Letter of Stacking and Storage Supervisor

Company Logo	<b>Company Name</b>
	Company Address
	Company Address
	Code

Attention: **(Scaffolding Supervisor's Name)**

**APPOINTMENT OF THE SCAFFOLDING SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 14(2)**

I, **(contractor's name)** hereby appoint **(scaffolding supervisor's name)** as the scaffolding supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all scaffolding work. (Whether newly erected, altered or moved as per the provided checklist)

You shall ensure that when becoming aware of any health and safety hazards in respect to scaffolding work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

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Contractor's Representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(scaffolding supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

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Scaffolding Supervisor's full name      Signature      Date

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1.11: Appointment Letter of Stacking and Storage Supervisor



**Company Name**  
**Company Address**  
**Company Address**  
**Code**

Attention: **(Stacking and Storage Supervisor's Name)**

**APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 26(a)**

I, **(contractor's name)** hereby appoint **(stacking and storage supervisor's name)** as the stacking and storage supervisor responsible for **(site address)** to manage all stacking and storage on site.

You shall inspect all new stacking and there after as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls or hazards convey such information in writing to the construction supervisor.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name Supervisor Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(stacking and storage supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Storage Supervisor's Signature Date full name Stacking and



**C5.4 HEALTHY AND SAFETY 2.1**

Contract: BM04/19/20  
1.1 Notification Templates

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# HEALTH AND SAFETY SPECIFICATION

## ANNEXURE 2

### NOTIFICATION TEMPLATES

Contract: BM04/19/20  
1.1 Notification Templates

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Company  
Logo

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**Company Name**  
*Company Address*  
*Company Address*  
*Code*

Attention: The Provincial Director  
The Department of Labour  
[Postal Address\*]

#### **NOTIFICATION OF CONSTRUCTION WORK ON CONTRACT [NUMBER] [CONTRACT DESCRIPTION]**

In terms of regulation 3.(1) of the Construction Regulations , 2003 promulgated on 18 July 2003 in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), we hereby notify you of our intention to commence construction works on the abovementioned contract, which:

- Includes the demolition of a structure exceeding a height of 3 meters,

- Includes the use of explosives to perform the construction work,
- Includes the dismantling of fixed plant at a height greater than 3 meters,
- Will exceed 30 days or will involve more than 315 person days of construction,
- Includes excavation work deeper than 1 meter, or
- Includes working at a height greater than 3 meters above ground or a landing.

## 1. Parties involved on the Contract

1.1 The Principal Contractor is: [Contractor's Name]  
 [Contractor's postal address]  
 [Contractor's postal address]  
 Att: [Contractor's contact person and telephone number]

1.2 The Client (Employer) is: [Employer's Name]  
 [Employer's postal address]  
 Att: [Employer's contact person and telephone number]

1.3 The Client's Safety Agent is: [Safety Agent's Name]  
 [Safety Agent's postal address]  
 Att: [Safety Agent's contact person and telephone number]

Contract: BM04/19/20  
 1.1 Notification Templates

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1.4 The Contractor's Construction Supervisor is: [Contractor's Construction Supervisor's name and telephone number]

## 2. Details of the construction works

2.1 The physical address of the works is: [Physical address of works]  
 [Physical address of works]

2.2 The nature of the construction works is: [Provide a description of the works].

2.3 The expected commencement date of the Works is : [Insert expected commencement date]

2.4 The expected completion date of the works is : [Insert expected completion date]

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## Part C3: Scope of Work

2.5 The estimated maximum number of persons on the construction site:

2.6 A total of \_\_\_\_\_ contractors will be accountable to the Principal Contractor on the construction site during the execution of the Works. The names of the contractors already chosen are as follows:  
[Provide a list of the Contractor's subcontractors already appointed]

**3. Other details**

3.1 The Principal Contractor's compensation registration number is: \_\_\_\_\_

3.2 In terms of regulation 3.(3) a copy of this notification will be kept on site for inspection.

We trust the above is in order.

Yours faithfully,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\* Postal Address of Provincial Director as indicated in regulation 1 of the General Administrative Regulations, 1996.



**C5.5 CONTRACT DRAWINGS**

The following is a list of contract drawings included.

<b>Drawing No.</b>	<b>Title</b>
12-ELEC-BLM-01	SIAS VILLAGE MV AND LV LAYOUT
12-ELEC-BLM-02	MOTADI VILLAGE MV AND LV LAYOUT
12-ELEC-BLM-03	GIDEON VILLAGE MV AND LV LAYOUT
12-ELEC-BLM-04	THORPE VILLAGE MV AND LV LAYOUT
12-ELEC-BLM-05	ARIE VILLAGE MV AND LV LAYOUT