

**BLOUBERG MUNICIPALITY**



**BLOUBERG MUNICIPALITY**

**CONTRACT NO: BM 26/22/23**

**FOR**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**CIDB GRADE: 2 EP OR HIGHER**

**SEPTEMBER 2023**

<b>NAME OF TENDERER</b>	:	
<b>TENDER AMOUNT</b>	:	



**EXPANDED PUBLIC WORKS PROGRAMME**

**PREPARED FOR :**

BLOUBERG MUNICIPALITY



BLOUBERG MUNICIPALITY  
P O Box 1593  
Senwabarwana  
0790

Tel: 015 505 7100  
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**PREPARED BY:**

AES CONSULTING CC



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**BLOUBERG MUNICIPALITY**



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**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

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**BLOUBERG MUNICIPALITY**



**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Suitable service providers are invited to tender for the **ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable from e-tender website, [www.e-tender.gov.za](http://www.e-tender.gov.za).

A compulsory briefing session will be held on 08 September 2023 at Municipal Offices.

Completed bid documents signed by a duly authorised person, sealed in an envelope clearly marked "Tender No. BM 26/22/23: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30) must reach the undersigned by depositing it into the tender box by not later than 11H00 on the 13<sup>th</sup> of September when all tenders received will be opened in public at the Offices of Blouberg Municipality in Senwabarwana.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated on 80/20 score points.

Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified:

**MANDATORY REQUIREMENTS**

- Attendance of the briefing session
- Company Registration certificate,
- Certified copies of ID Documents for Members/ Directors of the Company,
- Company Profile with list of experience projects and traceable references (appointment letters and completion certificates),
- Proof of company registration with Construction Industry Development Board (CIDB) where applicable,
- Original and Valid SARS Tax clearance Certified,
- Proof of insurance letter of intent
- Letter of intent to subcontract
- Signed Audited financial Statements for the past three financial years,
- Valid letter of good standing from Department of Labour(COIDA)

Contractor

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- Certified copy of Municipal rates and taxes for Company and Director(s) not more than 3 months in arrears/proof of residence from traditional authority
- Proof of Registration on National Treasury Website (Summary of Central Supplier Database/CSD report)
- Authority to sign
- Complete and sign form offer
- Document Signed, MBD Forms filled, Bill of Quantities filled, Form of Offer Signed
- Failure to use colour coded papers will lead to outright disqualification
- Joint Venture Agreement in cases of Joint venture
- Valid Registration with Department of Labour as an Electrical Contractor

**N.B NONE ATTENDANCE TO BRIEFING SESSION IS AN AUTOMATIC DISQUALIFICATION**

All enquiries can be directed to the SCM Manager, Kgowa M.W and Electrical Manager, M.J Maleka at (015) 505 7100.

RJ Ramothwala

MUNICIPAL MANAGER

Contractor

Witness 1

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Employer

Witness 1

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**BLOUBERG MUNICIPALITY****CONTRACT NO: BM 26/22/23****ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)****T1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (Feb 2008) as published in Government Gazette No: 30692, Board Notice 9 of 2008 of 1 February 2008. (See [www.cidb.org.za](http://www.cidb.org.za)).

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 clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	
F.1.1	<p><b>The Employer is:</b></p> <p><b>BLOUBERG MUNICIPALITY</b></p> <p>P O Box 1593</p> <p>Senwabarwana</p>
F.1.2	<p>The Tender documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1 : Tendering Procedures</b></p> <p>T1.1 Tender Notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p><b>Part T2: Returnable Documents</b> T2.1 List of Returnable documents T2.2 Returnable schedules</p>

Contractor

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Employer

Witness 1

Witness 2

F.1.3	<p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee C1.4</p> <p>Adjudicator's Contract <b>Part C2: Pricing Data</b></p> <p>C2.1 Pricing Instructions C2.2 Bill of Quantities <b>Part C3: Scope of Work</b> C3</p> <p>Scope of Work</p> <p><b>Part C4: Site Information</b></p> <p>C4 Site Information</p>
F.1.3.1	<p><b>Interpretation</b></p> <p>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 tender conditions.</p>
F.1.4	<p><b>The Employer's Agent is:</b></p> <p><b>AES CONSULTING CC</b></p> <p>125 Marshall Street</p> <p>Polokwane</p> <p>0699</p>
F.1.5.1	<p><b>Reject or accept</b></p> <p>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 a cancellation and rejection but will give written reasons for such action upon written request to do so.</p>
F.2	<p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p>
F.2.1	<p>Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a Contractors with 2 EP or Higher that meet the conditions as stipulated in the class construction work, are eligible to have their tenders evaluated.</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; with 2 EP or Higher that meet the conditions as stipulated in the tender document</li> <li>2. the lead partner has a contractor grading designation in the 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 2 EP or Higher that meet the conditions as stipulated in the tender document class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations.</li> </ol>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.2	<b>Compensation of tendering</b> 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	<b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	<b>Confidentiality and copyright</b> 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	<b>Reference documents</b> 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	<b>Acknowledge Addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	The arrangements for a <b>compulsory site meeting</b> are:  <b>Date: 08 September 2023</b> <b>Starting time: 11H00</b> <b>Location: Municipal OFFICES</b>
F.2.8	<b>Pricing the tender</b> State the rates and prices in Rand.
F.2.9	<b>Alterations to documents</b> 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.2.10	<b>Alternative tender offers</b> Alternative offers may be submitted 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.  Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
F2.11	Tender offer communicated on paper shall be submitted as an original.
F.2.12	The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:  <b>Tender No: BM 26/22/23, ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)</b> <b>Closing date and time: Closing date: 13 September 2023</b> <b>Closing Time: 11H00</b> <b>Location of Tender box: Reception, Blouberg Municipal Offices</b> <b>Physical address: 2<sup>nd</sup> Building Mogwadi/ Senwabarwana Road, Senwabarwana</b>
F.2.13	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Contractor

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F.2.14	Accept that tender offers, which do not provide all the data or information requested completely and, in the required form, may be regarded by the employer as non-responsive.
F.2.15	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.
F.2.16	The Tender offer validity period is 90 Days.
F.2.17	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.18	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within <b>14</b> days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer 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.</p>
F.2.19	<p>The tenderer is required to submit with his tender:</p> <p>(1) Tax Clearance Certificate issued by the South African Revenue Services; and</p> <p>(2) An original or certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation.</p> <p>(3) In case of Joint Venture – the Joint Venture Agreement.</p>
F.3.1	<p>The time and location for opening of the Tender offers are:</p> <p><b>Closing date: 13 September 2023</b> <span style="float: right;"><b>Closing Time: 11H00</b></span></p> <p><b>Location: Blouberg Municipality Offices,</b></p>

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F3.2	<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.</p> <p><u>First stage – Compliance to administrative requirements</u></p> <p>Bidders will be evaluated on the following administrative compliance:</p> <ul style="list-style-type: none"> <li>➤ Attendance of the briefing session</li> <li>➤ Company Registration certificate,</li> <li>➤ Certified copies of ID Documents for Members/ Directors of the Company,</li> <li>➤ Company Profile with list of experience projects and traceable references (appointment letters and completion certificates),</li> <li>➤ Proof of company registration with Construction Industry Development Board (CIDB) where applicable,</li> <li>➤ Original and Valid SARS Tax clearance Certified,</li> <li>➤ Proof of insurance letter of intent</li> <li>➤ Letter of intent to subcontract</li> <li>➤ Signed Audited financial Statements for the past three financial years,</li> <li>➤ Valid letter of good standing from Department of Labour (COIDA)</li> <li>➤ Certified copy of Municipal rates and taxes for Company and Director(s) not more than 3 months in arrears/proof of residence from traditional authority</li> <li>➤ Proof of Registration on National Treasury Website (Summary of Central Supplier Database/CSD report)</li> <li>➤ Authority to sign</li> <li>➤ Complete and sign form offer</li> <li>➤ Document Signed, MBD Forms filled, Bill of Quantities filled, Form of Offer Signed</li> <li>➤ Failure to use colour coded papers will lead to outright disqualification</li> <li>➤ Joint Venture Agreement in cases of Joint venture</li> <li>➤ Valid Registration with Department of Labour as an Electrical Contractor</li> </ul>
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Responsive tenders will firstly be evaluated on functionality. The minimum score for functionality is 70%, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.

**Scoring of Functionality:**

Functionality Evaluation Criteria will be as follows:

- Company Reputation and References 40%
- Management and key staff experience 30%
- Financial capacity 5%
- Plant and equipment 15%

- **Company Reputation and References**

*SCORING CRITERIA*

Company Experience	Weight	Rating
<ul style="list-style-type: none"> <li>• Successful completed projects of similar nature of above R1000000.00 at least 5 or more</li> <li>• Appointment letters</li> <li>• Completion letters</li> </ul>	<b>40</b>	<ul style="list-style-type: none"> <li>• Excellent = 5</li> <li>• Very good = 4</li> <li>• Good = 3</li> <li>• Fair = 2</li> <li>• Poor = 1</li> </ul>

**MAXIMUM POINTS 40**

Contractor

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Employer

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- Management and Key Staff**

Bidders must submit the certified copies of the certificates.

Management and key stuff	Weight	Rating
<b>PROJECT MANAGER</b> <ul style="list-style-type: none"> <li>At least Degree in project management or (BSc Elec Eng., B-Tech Elec Eng.). With five (5) successive years' experience in Electrification projects of similar nature</li> </ul>	<b>15</b>	<ul style="list-style-type: none"> <li>Excellent = 5</li> <li>Very good = 4</li> <li>Good = 3</li> <li>Fair = 2</li> <li>Poor = 1</li> </ul>
<b>SITE AGENT</b> <ul style="list-style-type: none"> <li>At least national diploma in Electrical engineering and five (5) successive years' experience in construction of projects</li> </ul>	<b>6</b>	<ul style="list-style-type: none"> <li>Excellent = 5</li> <li>Very good = 4</li> <li>Good = 3</li> <li>Fair = 2</li> <li>Poor = 1</li> </ul>
<b>FOREMAN</b> <ul style="list-style-type: none"> <li>Technical Certificate (N6)</li> <li>Trade Test Certificate</li> <li>5 -Years Registration</li> <li>Wireman's License</li> <li>5 -Years Registration and five (5) successive years' experience of projects of similar nature</li> </ul>	<b>6</b>	<ul style="list-style-type: none"> <li>Excellent = 5</li> <li>Very good = 4</li> <li>Good = 3</li> <li>Fair = 2</li> <li>Poor = 1</li> </ul>
<b>HEALTH AND SAFETY</b> <ul style="list-style-type: none"> <li>Certificate in occupational health and safety with three years' experience or similar</li> </ul>	<b>3</b>	<ul style="list-style-type: none"> <li>Excellent = 5</li> <li>Very good = 4</li> <li>Good = 3</li> <li>Fair = 2</li> <li>Poor = 1</li> </ul>

**MAXIMUM POINTS 30**

- Financial Capacity**

Bidders must submit a recent stamped letter from the bank for rating.

Financial Capacity	Weight	Rating
<ul style="list-style-type: none"> <li>Bank Rating</li> </ul>	<b>5</b>	<ul style="list-style-type: none"> <li>B-Excellent = 5</li> <li>C-Very good = 4</li> <li>D-Good = 3</li> <li>E-Fair = 2</li> <li>F-Poor = 1</li> </ul>

**MAXIMUM POINTS 5**

- Plant and Equipment**

Plant And Equipment	Weight	Rating
At least 1 X Rock Driller ( <b>Attach Certified Copies of E-NATIS Certificates/ letter of intent to hire</b> )	<b>15</b>	<ul style="list-style-type: none"> <li>All 5 -Excellent = 5</li> <li>4-Very good = 4</li> <li>3-Good = 3</li> </ul>
At least 1 X Crane Truck ( <b>Attach Certified Copies of E-NATIS Certificates/ letter of intent to hire</b> )		

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At least 2 x Transportation of Staff ( <b>Attach Certified Copies of E-NATIS Certificates/ letter of intent to hire</b> )		<ul style="list-style-type: none"> <li>• 2-Fair = 2</li> <li>• 1-Poor = 1</li> </ul>
At least 2 X (4x4 Bakkies) ( <b>Attach Certified Copies of E-NATIS Certificates/ letter of intent to hire</b> )		
At least 1 x Drop Side Truck ( <b>Attach Certified Copies of E-NATIS Certificates/ letter of intent to hire</b> )		
<b>MAXIMUM POINTS 15</b>		

Access to plant may be in a form of ownership, hire or leasing arrangements, orders etc. A letter of intent from hiring and leasing companies stating the number and type of plant and equipment on which arrangement has been made will be accepted.

<p>The minimum score required for functionality is 70%, and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 80/20 preference point system.</p> <p><b>NOTE: For the tenderer to claim points for Experience under Functionality, the Tenderer must also attach the following proof for each of the completed projects to Form T2.1E :</b></p> <ul style="list-style-type: none"> <li>• Copy of Appointment Letter for current projects, and</li> <li>• Certified Copy of Completion Certificate.</li> <li>• Certified Copy of Qualifications</li> <li>• Certified Copies of E-NATIS Certificates.</li> </ul>
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**T1.2**

- Third stage –Evaluation in terms of the 80/20 Preference Point System:

Responsive tenders which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.

Step 1: Calculation of points for Price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:

$$N_p = \frac{W1[1 - (P_t - P_{min})]}{P_{min}} \quad \text{(Formula 1)}$$

where,

- $N_p$  = the number of bid/tender adjudication points awarded for price.
- $P_t$  = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- $P_{min}$  = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

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**Step 2: Scoring for Specific Goals (20 points)**

- a. Bidders must attach certified copies of HDI (as to be required/directed) to claim HDI points. Failure to attach the valid HDI required copies points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.
- b. Historical Disadvantage Individuals (target goals) or any other specific goals Contributor Number of points (20)

Preferential Elements		20 Points
Historical Disadvantage Individual - Contributor		Number of Points: 20
1.	Locality = [(Limpopo = 4 / Outside = 2)]	4 ( <b>Attach proof of address and affidavit supporting proof of address</b> )
2.	Gender [(Women = 8, Men = 4)]	8 ( <b>Attach certified copies of Identity Documents</b> )
3.	Youth = [18 – 35 (Youth=2, Outside range=0)]	2 ( <b>Attach certified copies of identity documents</b> )
4.	Race [Blacks (Africans, Coloureds, and Indians) = 4, White = 2]	4 ( <b>Attach certified copies of Identity Documents</b> )
5.	Disability [Any]	2 ( <b>Form of proof / letter / medical report signed and certified by a Qualified Medical Doctor</b> )
6.	Non-compliant contributor	0

**Award of contract to bids not scoring the highest number of points**

- (a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.
- (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 and recorded for audit purposes and must be defensible in a court of law.

**Evaluation of bids that scored equal points**

- (a) 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 for Specific Goals.
- (b) If two or more bids have equal points, including equal preference points for Specific Goals, the successful bid must be the one scoring the highest score for functionality.
- (c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.

F.3.3	<p><b>Arithmetical errors</b></p> <p>Check responsive tender offers for arithmetical errors, correcting then in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words the amount in words shall govern</p> <p>b) If bills of quantity (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 quantity, the line-item total shall govern and the rates shall be corrected, where there is an obviously gross</p>
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Contractor

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Employer

Witness 1

Witness 2

	<p>misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern and the unit rate shall be corrected</p> <p>Where there is an error in the total of the prices either because of other corrections required by this checking process or in the tenderer’s addition of prices; the total of the price shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to archive the tendered total of the prices</p>
<p>F.3.4</p>	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The financial offer will be scoring using Formula 1 (option 1) above where the value of W1 is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value more than R 50 000 000; or Higher</li> <li>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals of is less than R 50 000 000.</li> </ol> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preference schedule and who are found to be eligible for the preference claimed.</p>
<p>F.3.5</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is one. The additional conditions of Tender are:</p> <ol style="list-style-type: none"> <li>1 Blouberg Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</li> <li>2 Blouberg Municipality reserves the right to appoint a firm of chartered accountants and auditors and/ or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</li> <li>3 Blouberg Municipality reserves the right to appoint a different Contractor for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.</li> </ol>
	<p>The tenderer is to note that the following Additional Relevant Documents attached into Part 5 of this document will form part of this contract:</p> <ol style="list-style-type: none"> <li>1. Ministerial Determination No.3: Expanded Public Works Programmes</li> </ol>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**T1.2.1**

**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all Tenders invited. It contains general information and serves as a claim form for preference points for Specific Goals.

**4. TENDER DECLARATION**

4.1 Tenderers who claim points in respect of Specific Goals must complete the following sections:

**5. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPH T1.2**

5.1 Specific Goals = ..... (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph T1.2 and must be substantiated by submitting the requisite certified copies of the documents requested therein).

**6 SUB-CONTRACTING**

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

6.1.1 If yes, indicate:

(i) What percentage of the contract will be subcontracted? .....%

(ii) The name of the sub-contractor.....

(iv) Whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**7 DECLARATIONS WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm .....

7.2 VAT registration number .....

7.3 Company registration number .....

**7.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/ sole propriety
  - Close corporation Company (Pty) Limited
- [TICK APPLICABLE BOX]

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g., transporter, etc.  
[TICK APPLICABLE BOX]

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

7.8 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 Specific Goals indicated in 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 because of points claimed as shown in paragraph 1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- IV. If the Specific Goals 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:
  - a) Disqualify the person from the Tendering process.
  - b) Recover costs, losses, or damages it has incurred or suffered because of that person's conduct.
  - c) Cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
  - d) restrict the Tenderer 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 audit alter am partem (hear the other side) rule has been applied; and
  - e) forward the matter for criminal prosecution.

.....

SIGNATURE OF TENDERER

ADDRESS.....

.....

.....

DATE.....

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2



**WITNESSES:**

1. ....

2. ....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BLOUBERG MUNICIPALITY****CONTRACT NO: BM 26/22/23****ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)****T2.1 LIST OF RETURNABLE DOCUMENTS**

The Tenderer must complete the following returnable Schedules:

**Returnable Schedules required for Tender evaluation purposes****Returnable Documents that will be incorporated into the contract**

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Authority for Signatory
Form D	Preference Schedule
Form E	Schedule of Previous Experience
Form F	Schedule of Current Projects
Form G	Declaration of good standing regarding tax & Original Tax Clearance Certificate
Form H	Certificate of Attendance at Site Meeting
Form I	Proposed Key Personnel
Form J	Schedule of Plant and Equipment
Form K	Schedule of Proposed Sub-Contractors
Form L	Financial References

C1.1	Offer Portion of Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BLOUBERG MUNICIPALITY**



**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**T2.2 RETURNABLE DOCUMENTS**

**RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

**FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE**

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

- 1. **Name of Enterprise:** .....
- 2. **VAT Registration number, if any:** .....
- 3. **CIDB Registration number:** .....
- 4. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

\* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

- 5. **Particulars of companies and close corporations:**

Company-Registration-Number: .....

Close-Corporation-Number: .....

Tax-reference-Number: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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 of director, manager, principal stakeholder or stakeholder in a company or close corporation is currently of has been within the last 12 months in the service of any of the following:

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

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

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

Name of Tenderer.....

Date: .....

Signature.....

Position: .....

Full name of signatory.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

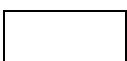
**ATTACH THE FOLLOWING DOCUMENTS HERETO**

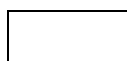
1: For Closed Corporations  
CK1 or CK2 as applicable (Founding Statement)

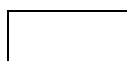
2: For Companies  
Shareholders register

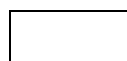
3: For Joint Venture Agreements

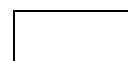
**Copy of the Joint Venture Agreement between all the parties, as well as the documents in (1) or (2) of each Joint Venture member.**

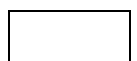
  
*Contractor*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*

**FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

	Date	Title of Details

Name of Tenderer.....

Date: .....

Signature.....

Position: .....

Full name of signatory.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM C AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name : .....

Contact number : .....

Office address : .....

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

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

"By resolution of the board of directors passed on (date) .....

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of .....(BLOCK CAPTIALS)

Pro-Forma

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1.....

2.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>FORM D</b>	<b>PREFERENCE SCHEDULE</b>
---------------	----------------------------

Acceptable Tenders will be evaluated using a system that awards points based on Tender price and the meeting of specific goals. **Failure on the part of a Tenderer to sign this form will be interpreted to mean that point preference is not being claimed.**

The acceptable Tenderer obtaining the highest number of points will be awarded the contract. For Tenders with a Tender amount equal to or below R 500 000 a maximum of 80 points is allocated for price and a maximum of 20 points for meeting specific goals, which may include HDI equity, SMME status, job creation and local (South African) content. For Tenders with a Tender amount above R 500 000 a maximum of 90 points is allocated for price and a maximum of 10 points for meeting specific goals.

The points for the meeting of specific goals may only be awarded to an enterprise which is a legal entity, registered as an income taxpayer with the South African Revenue Services, and which is an independent and operating enterprise which performs commercially useful functions as set out below. Points can be denied where an enterprise subcontract more than 25% of the value of the contract (excluding SMME's and emerging contractors and materials) at the time of award, exclusive of all VAT, allowances for contingencies, escalation, and provisional sums, to other entities.

#### DEFINITIONS

**"Acceptable Tender"** means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation.

**"Council"** refers to the **Blouberg Municipality**.

**"Equity ownership"** refers to the percentage ownership and control, exercised by individuals within an enterprise.

**"HDI equity ownership"** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of an HDI.

**"Historically disadvantaged individuals (HDIs)"** means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

**"SMME's"** (small, medium, and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).

Tenders are adjudicated in terms of BM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**1. Technical adjudication and General Criteria**

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender may be rejected. If technical specifications are not met, the Tender may also be rejected.

Regarding the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- Certified or scanned copies of Tax Clearance Certificates. (**Only valid original tax clearance certificates** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g., Pencil.
- Failure to attend compulsory site inspections.
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**.
- No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderers’ attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time.
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialled by the authorised person for the document to constitute a proper Contract between the Employer (GGM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

**2. Size of enterprise and current workload**

Evaluation of the Tenderers’ position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**3. Staffing profile**

Evaluation of the Tenderers' position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

**4. Previous experience**

Evaluation of the Tenderers' position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all the references will be contacted to obtain their input.

**5. Financial ability to execute the contract:**

Evaluation of the Tenderers' financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender's bank manager to assess the Tenderers' financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

**6. Good standing with SA Revenue Services**

- Determine whether an original valid tax clearance certificate has been submitted.
- The Tenderer must affix an original valid Tax Clearance Certificate to the second page of the Tender document.

If the Tender does **not** meet the requirements contained in the BM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

**7. Penalties**

The Blouberg Municipality will if upon investigation it is found that a preference in terms of the regulations outlined in this document have been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the contractor, its shareholders, and directors on obtaining any business from the Blouberg Municipality for a period of 5 years.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**8. HDI Status**

- Preference points stipulated in respect of a tender include preference points for equity ownership by HDIs.
- The equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- If the percentage of ownership changes after the closing date of the tender, the tenderer must notify the Council accordingly and such tenderer will not be eligible for any preference points. Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

Claims made for equity ownership by an HDI must be considered according to the following criteria:

- Equity within private companies must be based on the percentage of equity ownership.
- A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- A person awarded a contract because of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

<b>The following is applicable to calculate points for price in respect of tenders with a value between R200,000-01 (VAT incl) and R 500,000-00 (VAT incl)</b>		<b>The following is applicable to calculate points for price in respect of tenders with a value above R 500,000-01 (VAT incl).</b>	
80	Potential points for price & functionality	90	Potential points for price & functionality
10	Potential points for 50% or more equity owned by Historically Disadvantaged Individuals	5	Potential points for 50% or more equity owned by Historically Disadvantaged Individuals
5	Potential points for equity owned by women	3	Potential points for equity owned by women
5	Potential points for being situated within the Council's area of jurisdiction	2	Potential points for being situated within the Council's area of jurisdiction

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

I/ we apply on behalf of my/ our firm for a preference based on:

**NON-JOINT VENTURES**

	<b>HDI</b>		<b>Locality</b>	
	<b>No franchise in national elections (black persons)</b>	<b>Women</b>		
	<b>African, Coloured, Indian</b>			
<b>Equity ownership percentage</b>				
<b>For office use only: Number of preference points awarded by employer</b>				
	<b>Total: .....</b>			

**JOINT VENTURES**

Name	Position occupied in Enterprise	Identity number	Citizen-ship	HDI Status (Y/N)	Date of Ownership	% Owned by HDI's	% Owned by Women
<b>TOTAL</b>						<b>a</b>	<b>b</b>

**NOTE:** Where owners are themselves, a company or partnership, identify the ownership of the holding firm. In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows :-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Name: Electrification of Swartz (45) and Bayswater (30)

Joint venture members	a	b	c=a * b/100
	% Contribution to the JV	% HDI ownership	% HDI contribution
Total HDI contribution			

	HDI		Locality
	No franchise in national elections (black persons)	Women	
	African, Coloured, Indian		
The percentage of the contract value managed or executed by their HDI members			
For office use only: Number of preference points awarded by employer			
	Total: .....		

**5. Tender preferences claimed:**

I / we apply on behalf of my / our firm for the following preference(s) and by claiming a preference confirm that all claims for equity ownership are in respect of individuals who are actively involved in the management of the enterprise or business.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**6. Declaration with respect to preferences claimed in respect of HDI, women and locality:**

**6.1 List all shareholders by name, identity number, citizenship, status, ownership, as relevant.**

Name	ID Number	Date obtained South African citizenship	HDI status				Youth Yes/No	Percentage equity ownership, or in the case of a joint venture, the percentage of the contract to be managed or executed by targeted persons (%)
			No franchise in national elections (black persons)		Women Yes/No	Disabled person Yes/No		
			PPG (African)	Coloured, Indian				

6.1.2 How long has the entity been in existence ?.....

6.1.3 Describe principal business activities:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**6.2 Declaration in respect of claim for preference in respect of disabled person**

Complete the following with respect to claims for equity ownership relating to disabled persons:

Name	Describe what the permanent impairment is.	Outline how the permanent impairment impacts on ability to perform an activity in the manner or within the ranges considered normal for a human being?

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

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

Telephone: .....

Fax: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM E SCHEDULE OF PREVIOUS EXPERIENCE**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/ or which is similar regarding to the type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer..... Date: .....

Signature..... Position: .....

Full name of signatory.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM G DECLARATION OF GOOD STANDING REGARDING TAX**

<b>SOUTH AFRICAN REVENUE SERVICES</b>	Tender No: .....  Closing Date: .....
---------------------------------------	---

**DECLARATION OF GOOD STANDING REGARDING TAX**

**PARTICULARS**

1. Name of Taxpayer/Tenderer: .....
2. Trade Name: .....
3. Identification Number: (If applicable)
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)
8. Monetary value of Bid:

*DECLARATION*

I, ..... the undersigned, the above taxpayer/Bidder, 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:

(i) Have been satisfied in terms of the relevant Acts; or

(ii) That suitable arrangements have been made with the Receiver of Revenue.....  
To satisfy them.\*

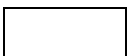
.....	.....	.....
<b>SIGNATURE</b>	<b>CAPACITY</b>	<b>DATE</b>

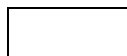
**PLEASE NOTE:\***      The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue regarding any outstanding revenue/outstanding tax returns.

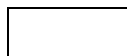
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

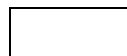
**ATTACH ORIGINAL TAX CLEARANCE CERTIFICATE**

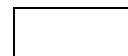
**THE CERTIFICATE MUST NOT BE OLDER THAN 12 MONTHS**

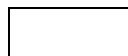
  
*Contractor*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*

**FORM H CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that I ..... (Name)

duly authorised representative of .....(Tenderer)

Address: .....

Date: .....

Visited the site on ..... (Date) in the presence of .....(Engineer)

I have made myself familiar with the site and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I perfectly understand the work to be done, as specified and implied, in the execution of this contract.

.....

REPRESENTATIVE OF EMPLOYER

.....

REPRESENTATIVE OF TENDERER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM I PROPOSED KEY PERSONNEL**

Please list the personnel that you intend to appoint on this contract.

DESCRIPTION	Name of <b>Full-time</b> member	Staff to be appointed on this contract	
		No. of <b>Full-Time</b> employment	No. of <b>Part Time</b> employment
Project Manager			
Site Agent			
Clerk			
Foreman			
Surveyor			
Operators			
Supervisor			
Labourers/ Other			
1.			
2.			
3.			
4.			

Name of Tenderer.....

Date: .....

Signature.....

Position: .....

Full name of signatory.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM J SCHEDULE OF PLANT AND EQUIPMENT**

1. HOLES EXCAVATION / ROCK DRILLER	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
2. CRANE TRUCK			
3. CONSTRUCTION EQUIPMENT			
4. TRANSPORT- LDV AND LABOURERS			
4. DROP SIDE TRUCK			

Name of Tenderer.....

Date: .....

Signature.....

Position: .....

Full name of signatory.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**FORM L FINANCIAL REFERENCES**

**FINANCIAL STATEMENTS**

I/ We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/ our Directors' and Auditors' report for consideration by the Client.

**DETAILS OF TENDERERS BANKING INFORMATION**

I/ We hereby authorise the Client/ Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>BANK NAME:</b>										
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)										
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc)										
<b>ACCOUNT NO:</b>										
<b>ADDRESS OF BANK:</b>										
<b>CONTACT PERSON:</b>										
<b>TEL. NO. OF BANK / CONTACT:</b>										
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td><input type="checkbox"/></td> <td rowspan="4">(Tick which is appropriate)</td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>	(Tick which is appropriate)								
7-12 months	<input type="checkbox"/>									
13-24 months	<input type="checkbox"/>									
More than 24 months	<input type="checkbox"/>									

Name of Tenderer.....

Date: .....

Signature.....

Position: .....

Full name of signatory.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BLOUBERG MUNICIPALITY**



**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**T2.3 MBD FORMS**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BLOUBERG MUNICIPALITY

**BID NUMBER: BM 26/22/23**                      **CLOSING DATE:** 13 September 2023      **CLOSING TIME:** 11H00

**DESCRIPTION:** ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

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

BID DOCUMENTS MAY BE POSTED TO:

P O Box 1593, Senwabarwana, 0790 (TENDERS TO REACH BLOUBERG MUNICIPALITY BEFORE CLOSING DATE AND TIME

OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Municipal Offices in Senwabarwana Blouberg 0790

- a) **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 7:45h00 to 16h30 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 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- 1. Relevant specifications
- 2. Value for money
- 3. Capability to execute the contract
- 4. Specific Goals

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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.....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? **YES/NO**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?  
**YES/NO**  
(IF YES ENCLOSE PROOF)

SIGNATURE-OF-BIDDER .....

DATE .....

CAPACITY, UNDER WHICH HIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**Municipality / Municipal Entity:** BLOUBERG MUNICIPALITY  
**Department:** Supply Chain Management  
**Contact Person:** MW KGOWA  
**Tel:** 015-505 7100  
**Fax:** 015-505 0568

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

**Contact Person:** MJ MALEKA  
**Tel:** 015-505 7100  
**Fax:** 015-505 0568

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**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.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**DECLARATION OF INTEREST**

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

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....  
.....

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

3.7.1 If so, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



3.8 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?

3.8.1 If so, furnish particulars. **YES / NO**

.....  
.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

.....  
.....

3.10 Are any of the company's directors, managers, principal shareholders, or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....  
.....

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

3.11.1 If so, furnish particulars.

.....  
.....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**CERTIFICATION**

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

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

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points.

**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 80/20 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) Specific Goals

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

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 regarding preferences, in any manner required by the purchaser.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**2. DEFINITIONS**

- (a) **“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.
- (b) **“EME”** means an Exempted Micro Enterprise 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) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“prices”** includes all applicable taxes less all unconditional discounts;
- (e) **“QSE”** means a qualifying small business enterprise 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.
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

**3. POINTS AWARDED FOR PRICE**

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = \frac{80[1 - (Pt - Pmin)]}{Pmin}$		$Ps = \frac{90[1 - (Pt - Pmin)]}{Pmin}$

where,

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

**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 subcontractor.....
- iii) the B-BBEE status level of the subcontractor.....
- 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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

8.1 Name of Company/ firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company(Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g., transporter, etc.
- [TICK APPLICABLE BOX]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:.....

Registered Account Number: .....

Stand Number: .....

8.8 Total number of years the firm/ company 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 Specific Goals indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, 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 because 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 Specific Goals points have 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 because 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....  
SIGNATURE(S) OF BIDDERS(S)  
ADDRESS  
.....  
.....  
.....  
DATE.....

WITNESSES  
1 .....  
2 .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



7.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**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 authorized to sign this contract.

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>4 (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register, enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	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"/>
4.5.1	If so, furnish particulars:		

**MDB 8**

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

Js365bW

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid no and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of the Institution)

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

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

(Name of 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 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.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

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**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**BLOUBERG MUNICIPALITY**



BLOUBERG MUNICIPALITY

**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**C THE CONTRACT**

**Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 OHS

**Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

**Part C3: Scope of Work**

- C3 Scope of Work

**Part C4: Site Information**

- C4 Site Information

**Part C5 : Additional Documentation**

- C5 Additional Documentation

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**BLOUBERG MUNICIPALITY**



BLOUBERG MUNICIPALITY

**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**C1 AGREEMENTS AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Agreement in Terms of the Occupational Health and Safety Act, 1993 (ACT NO 85 OF 1993)

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract in respect of the following works: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30) - Tender No. BM 26/22/23

.....

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

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

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

..... Rand

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

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer’s Offer. In consideration thereof, the Employer shall pay the 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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE OF DEVIATIONS**

**Notes:**

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

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

Date

**FOR THE EMPLOYER**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Employer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

Date

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

<b>C1.2 CONTRACT DATA</b>
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**PART 1: DATA PROVIDED BY THE EMPLOYER****CONDITIONS OF CONTRACT**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) 3<sup>rd</sup> Edition, published by the South African Institution of Civil Engineering. Private Bag x200, Halfway House, 1685. Is applicable to this contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

The following contract specific data, referring to the General Condition of Contract for Construction Works, 3<sup>rd</sup> Edition, 2015, are applicable to this contract.

**PART 1: Data provided by the Employer**

Clause	Data
<b>1.1</b>	The Name of the Employer is <b>Blouberg Municipality</b>
<b>1.2</b>	The address of the Employer is: Private Bag 1593 Senwabarwana 0826 Telephone: 015 811 5500 Facsimile: 015 812 2068
<b>1.3</b>	The name of the Engineer is: <b>AES CONSULTING CC</b>
<b>1.4</b>	The address of the Engineer is: <b>125 Marshall Street</b> <b>Polokwane</b> <b>0699</b> Telephone : <b>015 291 1879</b> Facsimile : 086 218 8529
<b>1.5</b>	The special non-working days are the official builder's holiday plus all statutory public holidays. The year end break commences on <b>16<sup>th</sup> December</b> and the first Monday of the subsequent year.
<b>2.1</b>	The time to deliver the Deed of Guarantee is <b>14</b> days.
<b>2.2</b>	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
<b>2.3</b>	The liability of the guarantee shall be <b>10 %</b> .
<b>2.4</b>	The Contractor shall commence executing the Works within <b>14</b> days from the Commencement Date.
<b>2.5</b>	The Contractor shall deliver his programme of work within <b>14</b> days.

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Contractor

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Witness 1

--

Witness 2

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Employer

--

Witness 1

--

Witness 2

<b>2.6</b>	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
<b>3.1</b>	The Works shall be completed within 13 weeks.
<b>3.2</b>	The penalty for failing to complete the works is <b>R 2000.00 per day</b> .
<b>3.3</b>	The percentage advance on materials not yet built into the Permanent Works is <b>80 %</b> .
<b>3.4</b>	The percentage retention on the amounts due to the Contractor is <b>10 %</b> .
<b>3.5</b>	The limit of retention money is <b>10 %</b> of the contract value.
<b>3.6</b>	The Defects Liability Period is <b>12</b> months.
	<b>The variations to the General Conditions of Contract</b>
<b>4.5.2</b>	Replace the term "Safety" with "Occupational Health and Safety"
<b>49.6.1 to 4.9.6.3</b>	Replace the term "Bank" with " Bank of Insurance Company"
<b>55.1.8</b>	Replace sub-clause with" The Contractor or anyone on his behalf or in his employ would pay, offer, or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
<b>42.3.2</b>	<p><b>The additional clauses to the General Conditions of Contract are:</b></p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p>

  
 Contractor

  
 Witness 1

  
 Witness 2

  
 Employer

  
 Witness 1

  
 Witness 2

	<p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service’s rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm, but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
<p><b>42</b></p>	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be considered for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals ..... days. ??Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>
	<p>Payment for labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
	<p>Linkage of payment for labour-intensive component of works to submission of project data</p> <p>The Contractor’s payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor’s invoices shall not be paid until all pending labour information has been submitted.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>Applicable Labour Laws</p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>
--	---

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PART 1: DATA PROVIDED BY THE CONTRACTOR**

The Contractor is advised to read the (*General Conditions of Contract for Construction Works 2015*) 3<sup>rd</sup> Edition, published by the South African Institution of Civil Engineering, to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

Clause	Data
<b>1.8</b>	The <b>Contractor</b> is:
<b>1.2.2</b>	Name: .....
	The Address of the Contractor is:
	Address (physical): .....
	.....
	Address (postal): .....
	Telephone: ..... Facsimile: .....
	E-mail: .....
<b>37.2.2.3</b>	The percentage allowance to cover overhead charges is 14%.
<b>42.1</b>	The Works are to be completed within 8 weeks.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.3 FORM OF GUARANTEE**

**FORM OF GUARANTEE**

**TENDER NO. BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

WHEREAS .....

at.....

(Hereinafter referred to as "the Employer")

entered, on the ..... Day of .....2023, at .....

a Contract with .....

at .....

(Hereinafter called "The Contractor")

for the construction of .....

.....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of suretyship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS .....has/have at the request of the Contractor, agreed to give such security.

NOW THEREFORE WE.....do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

- 2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
- 3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
- 4. Our total liability hereunder shall not exceed the sum of (R.....).
- 5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at ..... on this ..... day of ..... 2023.

As witnesses:

- 1..... Signature.....
- 2..... Signature. ....

Duly authorised to Sign on behalf of.....

Address .....  
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

**C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

Between **Blouberg Municipality** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as \_\_\_\_\_

and

\_\_\_\_\_  
(Hereinafter called "the Contractor") of the other part, herein represented by

\_\_\_\_\_  
in his capacity as \_\_\_\_\_

WHEREAS the Employer is desirous that certain works be constructed, viz CONTRACT: **TENDER NO. BM 26/22/23: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

and has accepted a Bid by the Contractor for the construction, completion, and maintenance of such Works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed to ensure compliance by the Contractor with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Contractor shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold well 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 Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 9.1of the GCC.

3 The Contractor declares himself to be conversant with the following:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

- (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;
  - (iii) Section 37 : Acts or omissions by employees or mandataries, and
  - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Contractor and to all his subcontractors.
- 4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Contractor agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant, and equipment in accordance with the Act.
- 5 The Contractor is responsible for the compliance with the Act by all his subcontractors, whether selected and/or approved by the Employer.
- 6 The Contractor warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen 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.
- 7 The Contractor undertakes to ensure that he and/or subcontractors and/or their respective employers will always comply with the following conditions:
- (a) The Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The 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 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 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 inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Contractor and/or his employees and/or his subcontractors.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

WITNESS SIGNATURE 1 .....

**NAME** 1 .....  
(IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE CONTRACTOR:**

WITNESS SIGNATURE 1 .....

**NAME** 1 .....  
(IN CAPITALS)

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Contractor in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

**An example is given below:**

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 20.....,

Mr/ Ms \_\_\_\_\_ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of \_\_\_\_\_

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY : \_\_\_\_\_

IN HIS/HER CAPACITY AS : \_\_\_\_\_

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

SIGNATURE OF SIGNATORY : \_\_\_\_\_

WITNESS 1 .....

NAME 1 .....  
(IN CAPITALS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**BLOUBERG MUNICIPALITY**



BLOUBERG MUNICIPALITY

**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**C2 PRICING DATA**

C2.1 Pricing Instructions

C2.2 Bill of Quantities

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

PART C1 PRICING DATA

C2.1 PRICING INSTRUCTIONS

1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the Electrification of Swartz (45) and Bayswater (30) and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

5 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

7 The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items be required. Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

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

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

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only.

Amount : The quantity of an item multiplied by the bided rate of the (same) item. Should be quoted in ZAR currency only.

Sum : An amount bided 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. Should be quoted in ZAR currency only.

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

No = No

% = Percentage

Prov Sum = Provisional Sum

## C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BoQ: ELECTRIFICATION OF BAYSWATER****SUMMARY**

<b>ELECTRIFICATION OF BAYSWATER VILLAGE</b>				
<b>NUMBER OF STANDS /CONNECTIONS (30)</b>		<b>Amount</b>		
<b>Item</b>	<b>Description</b>	<b>Materials</b>	<b>Labour</b>	<b>Total Price</b>
A	Preliminaries & General			
B	Pegging out the works			
C	Digging Holes			
D	Plant poles			
E	HV Structures Three Phase			
F	MV Stays			
G	LV Structures			
H	LV Stays			
I	Service Boxes			
J	Stringing			
K	Transformer Installation			
L	LV Protection			
M	Installation Earthing			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

N	Pole Numbering			
O	Commissioning			
P	Other			
Q	House Connections			
R	Excavate and plant shack poles			
S	LV Conductor (Supply Cable)			
<b>TOTAL</b>				
<b>SUB TOTAL 1</b>				
<b>CONTINGENCY @5%</b>				
<b>SUB TOTAL 2 EXCL VAT.</b>				
<b>15% VAT</b>				
<b>TOTAL INCL. 15% VAT</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>BILLS OF QUANTITIES ELECTRIFICATION OF BAYSWATER VILLAGE</b>									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
<b>A</b>	<b>Site Establishment &amp; Safety</b>								
1	Site Camp, Store, personnel, rental, transport, name board etc	Sum	0	R 0,00	1		R 0,00		
2	Payment of CLO @ R5000 per month <b>(Provisional Amount)</b>	Month	0	R 0,00	1	R 5 000,00	R 0,00	R 5 000,00	R 5 000,00
3	Payment of worker for entry and exit medical testing	Month	0	R 0,00	1		R 0,00		
4	Payment of Security	Month	0	R 0,00	1		R 0,00		
5	Payment of PSC Members - 6 members x R200 x Duration <b>(Provisional Amount)</b>	Month	0	R 0,00	1	R 1 200,00	R 0,00	R 1 200,00	R 1 200,00
6	Compliance with OHS ACT incl. Safety File and safety instructions	Sum	0	R 0,00	1		R 0,00		
7	Payment of SHE represenatative @ R4000 per month <b>(Provisional Amount)</b>	Sum	0	R 0,00	1	R 4 000,00	R 0,00	R 4 000,00	R 4 000,00
8	EPWP Salary (5 labours for 1 Months)	Month	0	R 0,00	1		R 0,00		
9	Compensation to land owners <b>(Provisional Sum)</b>	Sum	0	R 0,00	1	R 1 000,00	R 0,00	R 1 000,00	R 1 000,00
10	PPE for Local Labourers (5)	Sum	1		0	R 0,00		R 0,00	
<b>SUB-TOTAL</b>									
<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	KM	0	R 0,00	0,01		R 0,00		
2	LV Pegging	KM	0	R 0,00	1		R 0,00		
3	AS-Built drawing by surveyor	KM	0	R 0,00	1,01		R 0,00		
4	Bush Clearing and Tree Felling	SUM	0	R 0,00	0		R 0,00		
<b>SUB-TOTAL</b>									

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

C	Digging Holes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1A	LV stay back-actor or hand	e.a.			24		R 0,00		
1B	Rock Drill	e.a.			4		R 0,00		
1C	Compressors	e.a.			8		R 0,00		
2A	MV stay back-actor or hand	e.a.			1		R 0,00		
2B	Rock Drill	e.a.			0		R 0,00		
2C	Compressors	e.a.			0		R 0,00		
3A	7m Pole back-actor or hand	e.a.			29		R 0,00		
3B	Rock Drill	e.a.			5		R 0,00		
3C	Compressors	e.a.			10		R 0,00		
4A	9m Pole back-actor or hand	e.a.			13		R 0,00		
4B	Rock Drill	e.a.			2		R 0,00		
4C	Compressors	e.a.			4		R 0,00		
5A	11m Pole back-actor or hand	e.a.			1		R 0,00		
5B	Rock Drill	e.a.			0		R 0,00		
5C	Compressors	e.a.			0		R 0,00		
6A	12m Pole back-actor or hand (180-199mm)	e.a.			0		R 0,00		
6B	Rock Drill	e.a.			0		R 0,00		
6C	Compressors	e.a.			0		R 0,00		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SUB-TOTAL									
D	Plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	7m Wood 120-140mm tops	e.a.	43		43				
2	9m Wood 140-160mm tops	e.a.	20		20				
3	9m Wood 160-180 mm tops	e.a.	1		1				
4	11m Wood 160-180mm tops	e.a.	0		0				
5	11m Wood 180-200mm tops	e.a.	2		2				
6	12m Wood 180-200mm tops	e.a.	0		0				
SUB-TOTAL									
E	HV Structures Three Phase	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Int ass vertical (1-10 deg)	e.a.	0		0				
2	Int ass stag vertical ( 0 deg )3ph	e.a.	0		0				
3	T-off ass int vert	e.a.	1		1				
4	Susp ass vert (10-30 deg)	e.a.	1		1				
5	Strain ass vertical (30-90 deg)	e.a.	0		0				
6	H-Pole – Steel X Arm Intermediate - 0° Deviation	e.a.	0		0				
7	H-Pole - Steel X Arm Strain - Terminal	e.a.	0		0				
8	Terminal ass vert	e.a.	1		1				
9	In-line strain vert	e.a.	0		0				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUB-TOTAL									
F	MV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	1 Off conv anchor	e.a.	2		2				
2	1 Off flying stay	e.a.	0		0				
3	1 Off strut pole 12m	e.a.	0		12				
SUB-TOTAL									
G	LV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Int / susp (0-30 deg)	e.a.	23		23				
2	Intermediate service	e.a.	0		0				
3	Strain (0-60 deg)	e.a.	1		1				
4	Strain (60-90 deg)	e.a.	10		10				
5	Terminal	e.a.	10		10				
6	T-off from interm	e.a.	1		1				
7	T-off from strain	e.a.	0		0				
8	Cross int-int ass	e.a.	0		0				
9	ABC 3Ph Terminations at TRF	e.a.	2		2				
SUB-TOTAL									
H	LV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	1 Off conv anchor	e.a.	29		29				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2	1 Off flying stay	e.a.	0		0				
3	1 Off strut pole 9m	e.a.	7		7				
4	1 Off strut pole 11m	e.a.	0		0				
<b>SUB-TOTAL</b>									
<b>I</b>	<b>Service Boxes</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	2 - 4 Way Split Meter box : 1 x 50 A mcb	e.a.	20		20				
<b>SUB-TOTAL</b>									
<b>J</b>	<b>Stringing</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	Fox conductor	m	40		40				
2	35 mm sq ABC 3-ph	m	330		330				
3	70 mm sq ABC 3-ph	m	900		900				
4	MV Fox full tension joint	e.a.	0		0				
5	LV joint 70 mm full tension	e.a.	3		3				
<b>SUB-TOTAL</b>									
<b>K</b>	<b>Transformer Installation</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>
	<b>Transformers: 22kV</b>								
1	32kVA x 2 Ph (1 off) - new	ea	1		1				
<b>SUB-TOTAL</b>									
<b>L</b>	<b>LV Protection Morsdorf type fuses</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>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1	80A Three phase	e.a.	2		2				
<b>SUB-TOTAL</b>									
<b>M</b>	<b>Installation Earthing</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 Earthing (Type 1 crowfoot)	e.a.	1		1				
2	LV Earthing (Type 1 crowfoot)	e.a.	2		2				
3	Bonding	e.a.	3		3				
<b>SUB-TOTAL</b>									
<b>N</b>	<b>Pole Numbering</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 pole number	e.a.	2		2				
2	LV pole number	e.a.	63		63				
<b>SUB-TOTAL</b>									
<b>O</b>	<b>Commissioning</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	Test & commission trsf and MV equipment	e.a.	0		1				
<b>SUB-TOTAL</b>									
<b>P</b>	<b>Other</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	Link assembly ( On-load) per phase	ea	1		1				
2	Link assembly (Off load) per phase	ea	0		0				
3	Live Work (Number of T-Offs)	ea	0		0				
4	Ant-climbing device	ea	8		8				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUB-TOTAL									
Q	House Connections	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Overhead connection	ea	30		30				
2	Supply ECU base, fixing rails and plug	ea	30		30				
3	Supply Split Meter Din Rail 20A WS with Keypad	ea	30		30				
4	Sealing of meters	ea	30		30				
5	COC Certificate ECA version	ea	30		30				
6	Supply and mount readyboard	ea	30		30				
7	Capture and submit list of customers name and surname stand no meter no and contact no	ea	30		30				
SUB-TOTAL									
R	Excavate and plant shack poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	5m Wood 120-140 mm tops	e.a.	10		10				
2A	5m Pole back-actor or hand	e.a.	0		7				
2B	Rock Drill	e.a.	0		1				
2C	Compressors	e.a.	0		2				
SUB-TOTAL									
S	LV Conductor ( Supply Cable)	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	10mm sq Airdac SNE plus Pilot wires	m	1020		1020				
SUB-TOTAL									

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BoQ: ELECTRIFICATION OF SWARTZ****SUMMARY**

<b>ELECTRIFICATION OF SWARTZ VILLAGE</b>				
<b>NUMBER OF STANDS /CONNECTIONS (45)</b>		<b>Amount</b>		
<b>Item</b>	<b>Description</b>	<b>Materials</b>	<b>Labour</b>	<b>Total Price</b>
A	Preliminaries & General			
B	Pegging out the works			
C	Digging Holes			
D	Plant poles			
E	HV Structures Three Phase			
F	MV Stays			
G	LV Structures			
H	LV Stays			
I	Service Boxes			
J	Stringing			
K	Transformer Installation			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

L	LV Protection			
M	Installation Earthing			
N	Pole Numbering			
O	Commissioning			
P	Other			
Q	House Connections			
R	Excavate and plant shack poles			
S	LV Conductor (Supply Cable)			
<b>TOTAL</b>				
<b>SUB TOTAL 1</b>				
<b>CONTINGENCY @5%</b>				
<b>SUB TOTAL 2 EXCL VAT.</b>				
<b>15% VAT</b>				
<b>TOTAL INCL. 15% VAT</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BILLS OF QUANTITIES ELECTRIFICATION OF SWARTZ VILLAGE									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
<b>A</b>	<b>Site Establishment &amp; Safety</b>								
1	Site Camp, Store, personnel, rental, transport, name board etc	Sum	0	R 0,00	1		R 0,00		
2	Payment of CLO @ R5000 per month <b>(Provisional Amount)</b>	Month	0	R 0,00	2	R 5 000,00	R 0,00	R 10 000,00	R 10 000,00
3	Payment of worker for entry and exit medical testing	Month	0	R 0,00	1		R 0,00		
4	Payment of Security	Month	0	R 0,00	2		R 0,00		
5	Payment of PSC Members - 6 members x R200 x Duration <b>(Provisional Amount)</b>	Month	0	R 0,00	2	R 1 200,00	R 0,00	R 2 400,00	R 2 400,00
6	Compliance with OHS ACT incl. Safety File and safety instructions	Sum	0	R 0,00	1		R 0,00		
7	Payment of SHE represenatative @ R4000 per month <b>(Provisional Amount)</b>	Sum	0	R 0,00	2	R 4 000,00	R 0,00	R 8 000,00	R 8 000,00
8	EPWP Salary (5 labours for 2 Months)	Month	0	R 0,00	2		R 0,00		
9	Compensation to land owners <b>(Provisional Sum)</b>	Sum	0	R 0,00	1	R 1 000,00	R 0,00	R 1 000,00	R 1 000,00
10	PPE for Local Labourers (5)	Sum	1		0	R 0,00		R 0,00	
<b>SUB-TOTAL</b>									
<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	KM	0	R 0,00	0,01		R 0,00		
2	LV Pegging	KM	0	R 0,00	2		R 0,00		
3	AS-Built drawing by surveyor	KM	0	R 0,00	2,01		R 0,00		
4	Bush Clearing and Tree Felling	SUM	0	R 0,00	1		R 0,00		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SUB-TOTAL									
C	Digging Holes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1A	LV stay back-actor or hand	e.a.			19		R 0,00		
1B	Rock Drill	e.a.			3		R 0,00		
1C	Compressors	e.a.			6		R 0,00		
2A	MV stay back-actor or hand	e.a.			1		R 0,00		
2B	Rock Drill	e.a.			0		R 0,00		
2C	Compressors	e.a.			0		R 0,00		
3A	7m Pole back-actor or hand	e.a.			33		R 0,00		
3B	Rock Drill	e.a.			6		R 0,00		
3C	Compressors	e.a.			11		R 0,00		
4A	9m Pole back-actor or hand	e.a.			25		R 0,00		
4B	Rock Drill	e.a.			4		R 0,00		
4C	Compressors	e.a.			8		R 0,00		
5A	11m Pole back-actor or hand	e.a.			1		R 0,00		
5B	Rock Drill	e.a.			0		R 0,00		
5C	Compressors	e.a.			0		R 0,00		
6A	12m Pole back-actor or hand (180-199mm)	e.a.			0		R 0,00		
6B	Rock Drill	e.a.			0		R 0,00		
6C	Compressors	e.a.			0		R 0,00		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUB-TOTAL									
D	Plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	7m Wood 120-140mm tops	e.a.	50		50				
2	9m Wood 140-160mm tops	e.a.	37		37				
3	9m Wood 160-180 mm tops	e.a.	1		1				
4	11m Wood 160-180mm tops	e.a.	0		0				
5	11m Wood 180-200mm tops	e.a.	2		2				
6	12m Wood 180-200mm tops	e.a.	0		0				
SUB-TOTAL									
E	HV Structures Three Phase	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Int ass vertical (1-10 deg)	e.a.	1		1				
2	Int ass stag vertical ( 0 deg )3ph	e.a.	0		0				
3	T-off ass int vert	e.a.	1		1				
4	Susp ass vert (10-30 deg)	e.a.	1		1				
5	Strain ass vertical (30-90 deg)	e.a.	0		0				
6	H-Pole – Steel X Arm Intermediate - 0° Deviation	e.a.	0		0				
7	H-Pole - Steel X Arm Strain - Terminal	e.a.	0		0				
8	Terminal ass vert	e.a.	1		1				
9	In-line strain vert	e.a.	0		0				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUB-TOTAL									
<b>F</b>	<b>MV Stays</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	1 Off conv anchor	e.a.	2		2				
2	1 Off flying stay	e.a.	0		0				
3	1 Off strut pole 12m	e.a.	0		12				
<b>SUB-TOTAL</b>									
<b>G</b>	<b>LV Structures</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	Int / susp (0-30 deg)	e.a.	50		50				
2	Intermediate service	e.a.	0		0				
3	Strain (0-60 deg)	e.a.	1		1				
4	Strain (60-90 deg)	e.a.	3		3				
5	Terminal	e.a.	21		21				
6	T-off from interm	e.a.	10		10				
7	T-off from strain	e.a.	0		0				
8	Cross int-int ass	e.a.	1		1				
9	ABC 3Ph Terminations at TRF	e.a.	2		2				
<b>SUB-TOTAL</b>									
<b>H</b>	<b>LV Stays</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	1 Off conv anchor	e.a.	25		25				
2	1 Off flying stay	e.a.	0		0				
3	1 Off strut pole 9m	e.a.	3		3				
4	1 Off strut pole 11m	e.a.	0		0				

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

SUB-TOTAL									
I	Service Boxes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	2 - 4 Way Split Meter box : 1 x 50 A mcb	e.a.	35		35				
SUB-TOTAL									
J	Stringing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Fox conductor	m	40		40				
2	35 mm sq ABC 3-ph	m	360		360				
3	70 mm sq ABC 3-ph	m	1400		1400				
4	MV Fox full tension joint	e.a.	0		0				
5	LV joint 70 mm full tension	e.a.	4		4				
SUB-TOTAL									
K	Transformer Installation	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	Transformers: 22kV								
1	100kVA x 3 Ph (1 off) - new	ea	1		1				
SUB-TOTAL									
L	LV Protection Morsdorf type fuses	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	80A Three phase	e.a.	2		2				
SUB-TOTAL									
M	Installation Earthing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV Earthing (Type 1 crowfoot)	e.a.	1		1				
2	LV Earthing (Type 1 crowfoot)	e.a.	2		2				
3	Bonding	e.a.	3		3				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

SUB-TOTAL									
N	Pole Numbering	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV pole number	e.a.	2		2				
2	LV pole number	e.a.	87		87				
SUB-TOTAL									
O	Commissioning	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Test & commission trsf and MV equipment	e.a.	0		1				
SUB-TOTAL									
P	Other	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Link assembly ( On-load) per phase	ea	1		1				
2	Link assembly (Off load) per phase	ea	0		0				
3	Live Work (Number of T-Offs)	ea	0		0				
4	Ant-climbing device	ea	4		4				
SUB-TOTAL									
Q	House Connections	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Overhead connection	ea	45		45				
2	Supply ECU base, fixing rails and plug	ea	45		45				
3	Supply Split Meter Din Rail 20A WS with Keypad	ea	45		45				
4	Sealing of meters	ea	45		45				
5	COC Certificate ECA version	ea	45		45				
6	Supply and mount readyboard	ea	45		45				
7	Capture and submit list of customers name and surname stand no meter no and contact no	ea	45		45				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUB-TOTAL									
R	Excavate and plant shack poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	5m Wood 120-140 mm tops	e.a.	20		20				
2A	5m Pole back-actor or hand	e.a.	0		13				
2B	Rock Drill	e.a.	0		2				
2C	Compressors	e.a.	0		4				
SUB-TOTAL									
S	LV Conductor ( Supply Cable)	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	10mm sq Airdac SNE plus Pilot wires	m	1530		1530				
SUB-TOTAL									

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BLOUBERG MUNICIPALITY**



**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**C2.1 PRICING INSTRUCTIONS**

1. The Tender Data the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
  - a) The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
  - b) Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
  - c) Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Electrical Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Electrical Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BLOUBERG MUNICIPALITY**



**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**C3 SCOPE OF WORK**

All definitions, interpretations, and general provisions for the General Conditions of Contract for Construction Work (2015) (3<sup>rd</sup> edition) are applicable.

**C 3.1 DESCRIPTIONS OF WORKS**

**C3.1.1 Client's Objective**

The Clients objective is to make sure that 45 households in Swartz village and 30 households in Bayswater village are electrified.

It is a specific goal of this project that the labour component be maximised where it is economically feasible, and that the use of this labour goes hand in hand with on-the-job training of the labour force. The project is thus process and product orientated, and it is expected that the contractor will pursue these goals in the execution of the project.

**C3.1.2 Overview of the Works**

The work entails ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

**C3.1.3 Extend of the Works**

The work to be carried out by the Tenderer under this contract comprises mainly of the following:

**SWARTZ-SCOPE OF WORKS**

- Site establishment,
- Setting out of works
- Build new 10m x 22kV 3phase fox MV.
- Build three phase 70mm & 35mm ABC 4C LV.
- Dig Supply and Install 2 x MV Poles 180mm Pole top
- Install 2 x MV Stays

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

- Dig and Install 60 x 7m LV Poles 140mm
- Install 40 x LV Stays and 1 x LV Struts
- Dig and Install 1 x 9m Out of line TRF Pole.
- Install TRF Link-Fused
- Supply and Install 100kVA 3phase 22kV TRF
- Install 21 x Shack 5m Service Poles
- Supply and Install 1734m 10mm Airdac and Service 45 Connections.
- Supply 45x ECU Passive Base and 45 x Split Meters.
- Supply PCS File Data with 45 x Connections Data.
- Label TRF,
- Label all Poles

**BAYSWATER-SCOPE OF WORKS**

- Site establishment,
- Setting out of works
- Build new 10m x 22kV 2phase fox MV.
- Build three phase 70m & 35mm ABC 4C LV
- Dig Supply and Install 2 x MV Poles 180mm
- Install 2 x MV Stays
- Dig and Install 35 x 7m LV Poles 140mm
- Install 2 x LV Stays and 5 x LV Struts
- Dig and Install 1 x 9m Out of line TRF Pole.
- Install TRF Link-Fused
- Supply and Install 32kVA 2phase 22kV TRF
- Install 9 \* Shack 5m Service Poles
- Supply and Install 1054m x 10mm Airdac and Service 30 Connections.
- Supply 30 x ECU Passive Base and 30 x Split Meters.
- Supply PCS File Data with 30 x Connections Data.
- Label TRF,
- Label all Poles

**C3.1.4 Location of the Works**

The project will be based in two (02) locations, i.e.,

- a) Swartz village (23°16'30.4"S 28°42'48.9"E) and
- b) Bayswater village (23°24'18.4"S 28°47'41.7"E)

**C3.1.5 Construction program**

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tenderers shall submit with their tender their **preliminary weekly programme for the construction** of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

### C3.1.6 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work to offer every reasonable facility to other Contractors or to employees of the Employer.

## C3.2 ENGINEERING

### C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility, and overall process	Engineer
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Engineer
Preparation of tender documentation & adverts	Engineer
Appointment of topographical surveyors	Engineer
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor
Completion certificate	Engineer / Client / Contractor

### C3.2.2 Drawings

The Engineer will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The applicable drawings are at the end of this book

The applicable drawings mentioned above are attached at the end of this section (C3 – Scope of Work).

**C3.3 PROCUREMENT**

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Blouberg Municipality and The Standard Conditions of Tender as contained in Annexure F of the September 2005 edition of the CIDB Standard for Uniformity in Construction Procurement.

**C3.4 SUB-CONTRACTING**

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer in terms of Clause 49 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 6.3 of the General Conditions of Contract for Construction works (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

**C3.5 CONSTRUCTION**

**C3.5.2 Plant and materials**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

**C3.5.3 Construction Equipment**

All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

**C 3.5.4 Existing Services**

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places, and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and/ or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so, ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

**C3.5.5 Site Establishment**

- Source of Water Supply

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor is to arrange with the Local Authority for water and be responsible for the costs of water for construction purposes.

▪ Sources of power supply

The Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

▪ Location of camp and depot

The Contractor shall make arrangement of the Contractors camp to the Contractor during the site inspection.

▪ Sanitary facilities

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

▪ Temporary offices

The Contractor is required to provide a specific office space for the Engineers, for the Engineer to perform administrative functions on an ad hoc basis.

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

▪ Laboratory facilities

The use of commercial laboratories will be allowed, but the laboratory to be used is subject to the approval of the Engineer.

▪ Sanitary facilities

The facilities are, however, to be kept in a clean and hygienic condition, to the satisfaction of the Engineer. All sanitary facilities are to conform to the by-laws of the Local Authority.

▪ Name Boards

One name board shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Survey assistant and equipment

The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as the odolite and/ or level plus accessories.

### C3.5.6 Site Usage

- Ground and access to the works

The Contractor shall where be necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the Blouberg Municipality.

The Contractor shall further ensure that all public roads that are used for access to the site are always kept free of debris. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

- Care, damage, and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

- Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

▪ Blasting

As the construction takes place within a built-up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

(a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and

(b) the firing mechanism is so designed that the explosive powered tool will not function unless—

(i) it is held against the surface with a force of at least twice its weight; and

(ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

▪ Protection of existing vegetation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

▪ Access to individual erven

Access to all public and private property must be always maintained. Where excavations cross the access point to any property, the Contractor is to make sure that access be properly done for vehicles to pass.

The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
  - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
  - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (f) are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (h) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
- (i) are inspected daily prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (k) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (l) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (m) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (n) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped, and brakes set;
- (o) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (p) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

### 3.6 **MANAGEMENT**

#### **C3.6.1 Management of the Works**

- Planning and programme

The Contractor shall deliver to the Engineer within **14** days, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works to meet the due completion date for this project.

The tenderer is to note that the penalty for failing to complete the works is **R 2000.00** per day.

- Setting out of the works

Generally, the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

- Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas, or other similar services which may in any way be affected by the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

▪ Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

▪ Employment of local labour

It is a specific criterion of this project that should as far as possible be adhere to EPWP principles, and to meet these principles the following procedures will be followed:

All labourers are to be sourced from the respective villages where the project is to be executed within Blouberg Municipal area of jurisdiction and a minimum of 5 local labours must be employed for the duration of the project and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be R180.00 per day. This will be payable by the Contractor on monthly basis.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

**A monthly labour report on all local labour i.e., payments and labour days should be submitted to the Engineer at the end of each month for the Engineer to submit a report to the Employer.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

▪ Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter.

▪ Communication

The Engineer's representative on this project is: **Mr S Banda**

Contact No: **015 291 1879**

The contact person for the Employer is: **Mr M.J Maleka**

Contact No: **015 505 7100**

▪ Daily Records

Daily records of resources (equipment and people employed) must be kept and must be always available on site. These records will include i.e., site instruction book, site diary, site visit register, contractual documentation, and minutes of all project meetings. Labour information should be kept always updated.

▪ Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

▪ Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

▪ Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish, and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

▪ Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- ✓ Has abandoned the contract; or
- ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 10 of the General Conditions of Contract for Construction Works (2015) 3<sup>rd</sup> Edition, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- ✓ Has failed to proceed with the Works with due diligence; or
- ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- ✓ The contractor or anyone on his behalf or in his employ would pay, offer, or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

**C3.7 HEALTH AND SAFETY**

▪ Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies, and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is always on site
- ✓ That the Contractor’s Safety file is always on site
- ✓ That the Safety Officer is always on site
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

- Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs, and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the Blouberg Municipality. All work is to be to the satisfaction of the Engineer.

- Reporting of accidents

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property of injury or death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

**PROJECT SPECIFICATIONS**

**C3.2 PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS**

**B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS**

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or construction methods, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

payment item in the standard specifications. The number of a new clause or a new payment item that does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

**B2 SECTION 1100: DEFINITIONS AND TERMS**

**B1156 LABOUR-OPTIMISING CONSTRUCTION**

*ADD THE FOLLOWING NEW CLAUSE:*

The cost-effective employment of as great a portion of labour as is practically and technically feasible to produce a standard of construction as required by the Specifications, thus the economic substitution of plant and mechanical equipment in favour of available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

The number of each payment item in the schedule of quantities for the above clause will consist of the Prefix L1 forward by a number corresponding to the number of the relevant Clause or Payment Item in the Standard Specifications.

**B3. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

**B1202 SERVICES**

*ADD THE FOLLOWING NEW PARAGRAPH:*

“Before work commences”, the Contractor if required, shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the contractor due to services crossing the site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the works”.

**B1204 PROGRAMME OF WORK**

- (a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

*Add the following after the third paragraph:*

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and give due allowance for the following, as specified elsewhere in the contract documents:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)

Requirements regarding the training of labourers and Emerging Contractors (EC's).

The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

(b) Programme of work for rehabilitation work

Amend the word "network" in the fourth line of the second paragraph to read as "bar (Gantt) chart".

**B1205 WORKMANSHIP AND QUALITY CONTROL**

Add the following to the third paragraph:

"The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system."

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

**B1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS**

Add the following:

"The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith."

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor."

**B1209 PAYMENT**

(a) Rates to be inclusive

Add the following:

"VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities".

(b) Materials on the site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Add the following:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

**B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

Method (ii) (Critical path method)

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as **two (2) working days** per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than **two (2) working days** in any calendar month, the difference between the **two (2) working days** and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g., cold weather, high winds, or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**RAINFALL RECORDS IN BLOUBERG**

month	1	2	3	4	5	6	7	8	9	10	11	12
mm	126	140	81	27	17	4	8	6	21	38	79	53
°C	26.0	25.1	24.2	21.6	19.4	16.9	16.8	18.5	21.0	22.6	24.2	25.7
°C (min)	20.4	19.9	19.1	15.9	12.3	9.3	9.4	11.1	14.1	16.3	18.4	19.9
°C (max)	31.6	30.3	29.3	27.4	26.5	24.5	24.3	26.0	28.0	29.0	30.1	31.5
°F	78.8	77.2	75.6	70.9	66.9	62.4	62.2	65.3	69.8	72.7	75.6	78.3
°F (min)	68.7	67.8	66.4	60.6	54.1	48.7	48.9	52.0	57.4	61.3	65.1	67.8
°F (max)	88.9	86.5	84.7	81.3	79.7	76.1	75.7	78.8	82.4	84.2	86.2	88.7

**B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED**

Add the following sub clause:

"(h) No Terminations or tying onto existing network shall be done without Authorisation from Blouberg Local Municipality."

**B1207 NOTICES, SIGNS AND ADVERTISEMENTS**

REPLACE THE FOURTH PARAGRAPH WITH THE FOLLOWING:

"The equipment Labels shall be engraved as per Blouberg approved Label Prefix".

**B1227: MONTHLY SITE MEETINGS**

ADD THE FOLLOWING:

The Contractor or his authorized representative attending these meetings shall be a person who is empowered to take contractually binding decisions.

**B1228: LEGAL PROVISIONS**

ADD THE FOLLOWING NEW PARAGRAPHS:

"The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and hazards likely to be encountered on this Contract, and which cover the Employers' health and safety specifications (sub clause 4(1) of the regulations, are detailed in the Project Specifications, Schedule of Quantity and Drawings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall in terms of sub clause 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall always be responsible for full compliance with the approved plan as well as the Construction Regulations.

No extra over or additional payment shall be made to compensate the Contractor for compliance with these Regulations, and compensation shall be included in the rates tendered for the applicable items of work.”

**B1230: COMMUNITY LIASON OFFICER (CLO)**

▪ The Contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the Project Co-ordinating Committee, the Engineer, and the Employer. The Contractor shall direct all his liaison efforts with the local communities through the appointed officer. The Contractor shall, however, accept the appointed officer as part of his management personnel.

(a) Duties of the Community Liaison Officer

▪ The Community Liaison Officer’s duties will be:

(i) To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal working day will extend from 07:15 in the morning until 15:15 in the afternoon.

(ii) To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.

(iii) To communicate daily with the Contractor and the Engineer to determine the labour requirements regarding numbers and skill, to facilitate in labour disputes and to assist in their resolution.

(iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a “labour desk”.

(v) To attend all meetings in which the community and/or labour are present or are required to be represented.

(vi) To assist in the identification, and screening of labourers from the community in accordance with the Contractor’s requirements.

(vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.

(viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.

(ix) To keep a daily written record of his interviews and community liaison.

▪

(x) To attend monthly site meetings to report on labour and Project matters.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(xi) All such other duties as agreed upon between all parties concerned.

■

(b) Period of employment of the Community Liaison Officer

The period of employment of the Community Liaison Officer shall be as decided upon jointly by the Contractor, Engineer, and Employer

**B1231 MEASUREMENT AND PAYMENT**

*“ADD NEW ITEMS”*

**1200: General Requirements and Provisions**

**B1201 (i) Payment of Community Liaison Officer ..... Provisional Sum (Prov. Sum)**

**(ii) Handling costs and profit in respect of 12.01(i) above ..... Percentage (%)**

The provisional sum allowed in Item (i) for the payment of the Community Liaison Officer and the percentage allowed under Item B1201 (ii) shall include full commission for all obligations, overheads, administration charges and incidental Items of cost necessary.

**B4. SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**B 1301: SCOPE**

ADD "as well as all costs related to conforming to the requirements of the Construction Regulations, 2003" AFTER "It also covers" IN THE FOURTH LINE...

**B5. SECTION 1400: HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL**

**B1402: OFFICES AND LABORATORIES**

**(a) General**

ADD THE FOLLOWING:

“All offices and laboratories shall be supplied with approved burglar proofing”.

ADD THE FOLLOWIN SUB-CLAUSE:

“(h) Telecommunication System

One (1) cellular phone shall be provided for the use of the Engineer and his staff. The system shall be compatible with an existing system in the area. On completion of the contract the cellular phone will be returned to the contractor”.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Unit
<b>B14.11 Telecommunication System Supply</b>	
(a) Supply one (1) cellular phone .....	Lump Sum (L/S)
(b) Monthly Rental .....	Month
(c) Cost of calls by Engineer .....	Prime Cost Sum (PC Sum)
(d) Handling cost and profit in respect of sub-clause 14.11(b) & (c) above...	Perc (%)

The tendered rates shall include full compensation for the supply of units. The rates shall include for all costs of any agreement with the Cellular Services used. The cost of the calls will be paid on invoice from the Cellular Services and the tendered rates for sub-item B14.11 (d) shall include full commission for all obligation, overheads, administration charges and incidental items of cost necessary.

**B1403 HOUSING**

**(c) Rented Accommodation**

REPLACE THE FULL STOP AT THE END OF THE FIRST SENTENCE OF SUB-SUBCLAUSE (c) (ii) WITH A COMMA AND ADD "and for all services connected with such accommodation".

**B1404 SERVICES**

ADD THE FOLLOWING SUB-CLAUSE

"(e) Testing of materials

The Contractor shall arrange with an approved laboratory to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the specifications, and shall submit the results of these tests to the Engineer in a form of approved by him".

**B6. SECTION 1500: ACCOMMODATION OF TRAFFIC**

**B 1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

"All temporary road signs, devices, sequences, layouts and spacing's shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, and Chapter 13: Roadwork's Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**B 1517 MEASUREMENT AND PAYMENT**

<b>Item</b>		<b>Unit</b>
<b>B1510</b>	<b>Accommodation of Traffic where the construction and stringing is crossing over the Road.</b>	
	.....	<b>kilometre (km)</b>

**1: CONSTRUCTION APPLICABLE STANDARDS**

The existing and proposed medium-voltage network is best described in terms of both geographic layout (Annexure D) and electrical connection layout (Annexure D). The performance of the network (both existing and proposed) is quantified by MV load flow studies (Annexure B), based on the loads described in the load forecast. Studies shall be conducted for year 15 (final design).

Transformer Diagnostics Schedule:

Trfr Zone	Trfr Size (kVA)	Loading (kVA)	Utilisation (%)	Number of customers
SWARTZ	100	81.07	81.07	65**
BAYSWATER	32	25.41	79.41	19

*\*\* includes 32 already electrified stands which are going to be connected in the new zone; post connections will make up for the number of connections, 30 and 45 for Bayswater village and Swartz village respectively*

Medium Voltage supply consists of 3 phase Fox conductor. The conductor shall be mounted on 11m wood poles. A 100kVA of 22kV/420/240V and 32 of 22kV/420/240V SABS 780 pole mounted transformer shall be used to supply the 65 and 19 stands respectively. No additional MV conductor will be required for final design implementation.

Refer to specification on Protection philosophy: Rural Distribution Feeders  
Reference number: SCSAGAAE8.

**N.B: The transformer must not be loaded more than 100%.**

**All MV structures shall be constructed in accordance with Eskom Medium Voltage Distribution Standard and specifications.**

**2.4. Low Voltage Design**

The low voltage feeders shall be single ,dual and three phase aerial bundle conductors with insulated neutral and shall be 70 mm<sup>2</sup> and 35mm<sup>2</sup> in size. The conductors shall be adequate for final designs.

**All LV structures shall be constructed in accordance with Eskom Low Voltage Distribution Standard and specifications.**

**2.5. Service Connections**

Most customers are expected to purchase a 20 Amp supply. Service connections are to be made with a 10mm<sup>2</sup> concentric cables with comms from a 4-way distribution pole top boxes. A 20A customer requires that a readyboard be installed on the wall. The readyboard is required because a 20A customer needs earth leakage protection. For a 60A supply a 10mm<sup>2</sup> concentric cables with Comms shall be used. The

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

concentric cable used on all new services shall be installed without joints from the pole-top distribution box into the standard passive unit base, which is mounted in the customer's premises.

**All services shall be in accordance with Eskom Distribution Services Standard and specifications.**

## 2.6. Metering

The details of these requirements will be implemented according to the specific site requirements.

The split metering shall be applied in all new electrification Projects. The split meter system consists of an energy measurement unit (EMU), a customer interface unit (CIU), a concentric cable with communication capability, a split meter pole top box (PTB) and a readyboard.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 3. MATERIAL & EQUIPMENT SPECIFICATIONS

#### 3.1 GENERAL

The Contractor shall erect the MV and LV overhead line reticulation systems in accordance with Eskom's Electrification Standards (Wood Structures). The internal MV distribution systems shall comprise of "Fox aluminum conductor steel reinforced configuration on 11m or 9m wooden poles and shall be built to 22kV specifications.

The LV distribution systems shall comprise an aerial bundled conductor (ABC) system, of the supporting core type mounted overhead on either 7- or 9-meter wooden poles. LV distributor spurs shall extend within a radius of approximately 500m from transformer positions depending on individual voltage drop requirements. LV distributor spurs shall share pole structures with the MV system where these follow parallel routes providing clearance of LV can be achieved.

Transformers shall be of the Out of Line pole mounted type suitably rated to serve anticipated individual LV distributor loads and shall be of the SABS 780 type. All materials supplied by the Consultant shall conform with Eskom's Buyer's Guide (Part 9 of DT Standard).

#### 3.2 MV OVERHEAD LINE

The MV overhead feeder system shall comply with the requirements of Eskom's Distribution Technology, Electrification Standards and Guidelines as and where applicable for an urban concrete pole reticulation system.

##### a) Conductor

Type	:	Aluminium conductor steel reinforced.
Code Name	:	Fox-see Bill of Quantities/drawings
Mass	:	85kg/km / 149kg/km
Ultimate tensile strength	:	7 900 / 13 200 Newtons
Max working tension	:	@ -5°C + wind 5 240 / 8760 Newtons.
Mounting	:	See structure codes on drawings.

The maximum working tension may be exceeded only during the construction stages when the conductors are to be "over-tensioned" to 1.05 x MWT for a period of not less than 8 hours nor longer than 24 hours after which the tension is to be reduced to a figure not to exceed the stated maximum working tension of the conductor concerned.

##### b) Poles

Pole type	-	Wood
Pole lengths	-	7m for LV distributor 9m for LV road crossing, 11m and 12m for MV Line
Planting depth	-	1.5, 1.8 and 2m respectively
Pole marker	-	painted - black on yellow background.

##### c) Stays

Type	-	Fiber glass for MV and Porcelain of LV
Rods	-	M20 - 2000 long
Base plate	-	380 x 380 x 6 galvanized

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

Stay wire	-	7/4mm, 1100 MPA - galvanized
Planting depth	-	2m

**d) Flying Stays**

Flying stays shall be installed in the positions indicated on the drawings by the structure codes. Anchor poles shall be as specified for the line structures and of sufficient length to ensure the required ground clearance. The overhead stay wire shall be 7/4.00mm as specified for stays.

**e) Struts**

Struts shall be installed in the positions indicated on the drawings by the structure codes. Strut poles shall be as specified for the line structures. Line structure poles shall be fitted with suitable ground anchors at all strut positions. Struts shall be fitted with barbed wire anti climbing devices.

**f) Insulators, Line Clamps and Other Line Components, Pole Dressing Hardware etc.**

All in accordance with Eskom’s Distribution Reticulation Technology, Electrification Standards and Guidelines with reference to the detailed material take off sheets provided for the various line structures.

**g) Sags and Tensions**

The Contractor shall provide suitable dynamometer sighting rods or other approved apparatus necessary for proper checking of the work. Dynamometers shall be calibrated in kg or kN.

**h) Surge Arrestors**

Surge arrestors shall be of the metal oxide outdoor hermetically sealed, vertical base mounted type, rated at 11kV, 10kA impulse current.

**i) Sectionalisers**

Solid fuses shall be provided for each transformer zone.

**3.3. POLE MOUNTED TRANSFORMERS**

Transformers shall generally comply with the following details:

Situation	:	Outdoors
Mounting	:	Out of Line suitable for single pole structure
kVA rating	:	100/50/64/32/16(as indicated on drawings)
No load voltage ratio	:	11000/415/230 volt
MV & LV connections	:	External bushings with suitable insulated connections.

The transformers shall be connected on the MV side using links/or fuses as indicated on the drawings.

**3.4 LV ABC OVERHEAD LINES**

LV ABC overhead lines shall comply with the requirements of Eskom’s Distribution Reticulation Technology, Electrification Standards and Guidelines as and where applicable. The LV ABC system may share pole structures with the MV system wherever these follow parallel routes.

**a) LV Aerial Bundled Conductor**

System Detail	-	415/230 volt, single, dual, 3 phases, 50 Hz
Type ABC	-	Insulated Neutral ABC

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The ABC shall be installed in strict accordance with the manufacturer’s recommendations and to ensure that the statutory clearances as specified in the Eskom Distribution Standard are always maintained. The Contractor shall submit details of terminations to be used to the Engineer for his approval before installation of the bundle.

**b) Poles**

Pole type	Wood
Pole lengths	7m/9m/5m
Planting depth	1.3m/1.5m/1.0m respectively
Pole marker	Black painted letters on yellow background.

**c) Stays**

LV stays for wooden poles in the Eskom Distribution Standard. Stays are indicated on the drawings by means of the structure codes.

**d) Flying Stays**

LV flying stays for wood poles in the Eskom Distribution Standard and indicated on the drawings by means of the structure codes.

**e) Struts**

Struts are as detailed for the MV system described in Clause 3.5

**f) Line Clamps, Connections, Pole Dressing and Mounting Hardware**

All in accordance with Eskom’s Distribution Construction Standards.

**i) Connectors**

Connectors shall be of the insulation piercing type for main and tap conductors, except for the bare neutral when a double PG clamp will be utilized.

The connector housing shall be made entirely of weather resistant plastic materials. No metallic parts outside the housing will be accepted (except for the tightening bolt).

The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer’s re-commendations, without the use of any special tools.

No energized parts shall be exposed or accessible by the operators during installation.

**ii) Mounting brackets**

All mounting hardware shall comply with the Eskom Distribution Standard for bare neutral ABC.

Suspensions bracket max. Vertical load - 700 daN

Strain clamps max. horizontal load - 1500 daN

Brackets are to be manufactured from corrosion resistant materials. Galvanized steel brackets are not acceptable.

**g) Sags and Tensions**

Sags and tensions are as detailed for the MV system described in Clause 3.2.3(g)

**h) Surge Arrestors**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No surge arrestors are required on the LV system. A 6kV, 10kA impulse surge arrestor will be provided on the LV neutral of the transformer.

**3.5 CIVIL INFRASTRUCTURE**

The Contractor shall provide the following excavations.

- a) Pole holes as required for both MV and LV overhead line systems.
 

Pole excavations :	5m	-	1200 long 1000 wide 1000 deep
	4m	-	1200 long 1000 wide 1000 deep
	7m	-	1200 long 1000 wide 1300 deep
	9m	-	1200 long 1000 wide 1500 deep
	10m	-	1200 long 1000 wide 1800 deep
	11m	-	1200 long 1000 wide 1800 deep
  
- b) Strut and stay holes as required for both MV and LV overhead line systems. Strut and stay excavations: 2000 long 1000 wide 1700 deep.
  
- c) Trenching for structure and operator earthing systems.
 

Trench excavation	:	300 wide, 600 deep.
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**3.6. CLEARANCES**

Eskom Standards as well as Occupational Health and Safety Act shall be adhered to. Correct clearance heights as specified in the Eskom Distribution Standard shall be adhered to. Annexure R details clearance requirements.

**3.7 BUDGET ENERGY CONTROLLERS**

20A Split Meter Prepayment will be supplied in accordance with Eskom’s Specification.

**3.8 POLE TOP BOXES**

A pole-top distribution box shall be used to connect all customers from poles along the LV distributor. The pole-top distribution box shall be in accordance with SCSSCAAH3.

The pole top distribution boxes are to comply with the requirements of Eskom’s Distribution Reticulation Technology, Electrification Standard as and where applicable.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PROJECT SPECIFICATIONS**

**C 3.3 PART C PROVISION OF THE TEMPORARY WORKFORCE**

**CONTENTS**

C 01	SCOPE
C 02	INTERPRETATIONS
C 03	PERMITTED SOURCES OF TEMPORARY WORKERS
C 04	EMPLOYMENT RECORDS TO BE PROVIDED
C 05	VARIATIONS IN WORKER PRODUCTION RATES
C 06	TRAINING OF THE TEMPORARY WORKFORCE
C 07	RECRUITMENT AND SELECTION PROCEDURES
C 08	TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE
C 09	LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
C 10	THE SUBCONTRACTORS' WORKFORCES
C 11	MEASUREMENT AND PAYMENT

Contractor

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**C 01 SCOPE**

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

**C 02 INTERPRETATIONS**

**C 02.01 Supporting documents**

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

**C 02.02 Definitions and abbreviations**

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications, and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract
- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor, or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelized.

Contractor

Witness 1

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Employer

Witness 1

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**C 02.03 Status**

Where any provisions or requirements of this Specification conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

**C 03 PERMITTED SOURCES OF TEMPORARY WORKERS**

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce which is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities and shall not be bound to one community.

**C 04 EMPLOYMENT RECORDS TO BE PROVIDED**

(a)The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

(b)The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities generated during the Contract.

**C 05 VARIATIONS IN WORKER PRODUCTION RATES**

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

**C 06 TRAINING OF THE TEMPORARY WORKFORCE**

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

Contractor

Witness 1

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Employer

Witness 1

Witness 2

**C 07 RECRUITMENT AND SELECTION PROCEDURES**

**C 07.01** the Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

**C 07.02** The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

**C 07.03** the Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

**C 07.04** the Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, address, age, and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) Period since last economically active
- (e) Preference for type of work or task.

**C 07.05** the Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract regarding the provision of training to the workforce and in accordance with the following principles:

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
  - (i) All available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
  - (ii) The Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

**C 07.06** After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.

Contractor

Witness 1

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Employer

Witness 1

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**C 07.07** The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

**C 07.08** the Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

**C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE**

**C 08.01** All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Electrical Engineering Industry and applicable to the area.

**C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES**

**C 09.01** the Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

**C 09.02** The Contractor shall always adhere to the accepted norms and standards of labour relations prevailing generally in the Electrical Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

**C 09.03** In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Sub clause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

**C 09.04** In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

**C 10 THE SUBCONTRACTORS' WORKFORCES**

**C 10.01** The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

**C 10.02** The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the

Contractor

Witness 1

Witness 2

Employer

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Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

**C 11 MEASUREMENT AND PAYMENT**

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part D as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

Contractor

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**BLOUBERG MUNICIPALITY**



**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**C4 SITE INFORMATION**

**Site Inspection**

The bidder shall inform him/herself on the nature of the site and inspect the site.

The Engineer will consider a bid only if the site inspection and/or bidder's meeting arranged by the Engineer has been attended by a representative who must;

- Be suitably qualified to comprehend the implications of the work involved and
- Be the bidder him/herself or a person in the direct employ of the bidder.

**Site Information**

A geotechnical investigation is underway, and the information will be provided when available.

**Locality Plan**

See attached.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

SWARTZ



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BAYSWATER



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

**BLOUBERG MUNICIPALITY**



**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**C5 RELEVANT DOCUMENTATION**

The following documents are attached hereto and form part of the Contract:

- (i) Ministerial Determination No.3: Extended Public Works Programmes

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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**IMPORTANT NOTICE**

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**The Government Printing Works will not be held responsible for faxed documents not received due to errors on the fax machine or faxes received which are unclear or incomplete. Please be advised that an "OK" slip, received from a fax machine, will not be accepted as proof that documents were received by the GPW for printing. If documents are faxed to the GPW it will be the sender's responsibility to phone and confirm that the documents were received in good order.**

**Furthermore, the Government Printing Works will also not be held responsible for cancellations and amendments which have not been done on original documents received from clients.**

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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 347

4 May 2012

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997

MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES

I, Nelisiwe Mildred Oliphant, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Expanded Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said Ministerial Determination shall become binding.

All the provisions of the Ministerial Determination: Expanded Public Works Programmes published under Government Notice R949 in Government Gazette 33665 of 22 October 2010 will be superseded by this ministerial determination with effect from the date of implementation.

*NM Oliphant*  
NM OLIPHANT, MP  
Minister of Labour  
10/04/2012

SCHEDULE

MINISTERIAL DETERMINATION NO: 3 : EXPANDED PUBLIC WORKS PROGRAMMES

Index

- 
1. Definitions
  2. Application of this determination
  3. Sections not applicable to public works programmes
  4. Conditions
- 

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Witness 2

1. **Definitions**

1.1 In this determination –

“expanded public works programme” means a programme to provide public or community assets or services through a labour intensive programme initiated by government and funded from public resources.

1.2 Without limiting subsection (1), the following programmes constitute Expanded Public Works Programmes:

- (a) Environment and Culture Sector Programmes including: Working for Water, Working on Fire, Working for Wetlands, People and Parks, Working for Energy, Working for Woodlands, Working for the Coast, Landcare, Working on Waste, Working for Tourism, Investing in Culture Programmes
- (b) Infrastructure Sector Programmes and Projects declared part of EPWP which may include the construction, rehabilitation and maintenance of: rural and low-volume roads, storm-water drains, water reticulation, basic sanitation, footpaths, sidewalks, bicycle paths, schools and clinics.
- (c) Social Sector Programmes including Early Childhood Development, Home, Community Based Care, Community Safety and other community based programmes
- (d) All projects and programmes accessing the EPWP wage incentive including those implemented by Non Governmental organisations (NGO) and Community Based Organisations (CBO) and the Community Works Programme.
- (e) Any other programme deemed to be part of the EPWP as determined by the Department of Public Works

2. **Application**

This Determination applies to all employers and employees engaged in expanded public works programmes.

3. **The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes –**

3.1 Section 10(2) [Overtime rate]

Contractor

Witness 1

Witness 2

Employer

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- 3.2 Section 14(3) [Remuneration required for meal intervals of longer than 75 minutes]
- 3.3 Section 29(h) to (p) [Written particulars of employment]
- 3.4 Section 30 [Display of employee's rights]
- 3.5 Section 41 [Severance pay]
- 3.6 Section 37 [Notice of termination]
- 3.7 Sections 51 – 58 [Sectoral Determinations]

**4. Conditions**

As set out in the ANNEXURE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ANNEXURE**

**CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMMES**

**1. Introduction**

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a EPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

**2. Terms of Work**

2.1 Workers on an EPWP are employed on a temporary basis or contract basis.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. **Normal Hours of Work**

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
  - (a) more than forty hours in any week;
  - (b) on more than five days in any week; and
  - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. **Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. **Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

Contractor

Witness 1

Witness 2

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Witness 1

Witness 2

6. **Daily Rest Period**

Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. **Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. **Sick Leave**

8.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

8.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

8.4 Accumulated sick-leave may not be transferred from one contract to another contract.

8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

8.7 An employer must pay a worker sick pay on the worker's usual payday.

8.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

(a) absent from work for more than two consecutive days; or

(b) absent from work on more than two occasions in any eight-week period.

Contractor

Witness 1

Witness 2

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Witness 2

- 8.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 8.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

9. **Maternity Leave**

- 9.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.5 A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 9.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

Contractor

Witness 1

Witness 2

Employer

Witness 1

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10. **Family responsibility leave**

- 10.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. **Statement of Conditions**

- 11.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the EPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the EPWP.
- 11.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 11.3 An employer must supply each worker with a copy of these conditions of employment.

12. **Keeping Records**

- 12.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;

Contractor

Witness 1

Witness 2

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Witness 1

Witness 2

- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker, the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker.

12.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

13. **Payment**

13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

13.2 A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1<sup>st</sup> of November in-line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).

13.3 A task-rated worker will only be paid for tasks that have been completed.

13.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

13.5 A time-rated worker will be paid at the end of each month.

13.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

13.7 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

13.8 An employer must give a worker the following information in writing –

Contractor

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Witness 2

Employer

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Witness 2

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

13.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

13.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

14. **Deductions**

14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

14.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

14.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

15. **Health and Safety**

15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 15.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the EPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

16. **Compensation for Injuries and Diseases**

- 16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 16.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 16.3 The employer must report the accident or disease to the Compensation Commissioner.
- 16.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

17. **Termination**

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 17.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

**Certificate of Service**

- 18.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the EPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the EPWP;
  - (f) the period for which the worker worked on the EPWP;
  - (g) any other information agreed on by the employer and worker.
- 

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Name: ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)

**BLOUBERG MUNICIPALITY**



BLOUBERG MUNICIPALITY

**CONTRACT NO: BM 26/22/23**

**ELECTRIFICATION OF SWARTZ (45) AND BAYSWATER (30)**

**C6 DRAWINGS**

*Contractor*

*Witness 1*

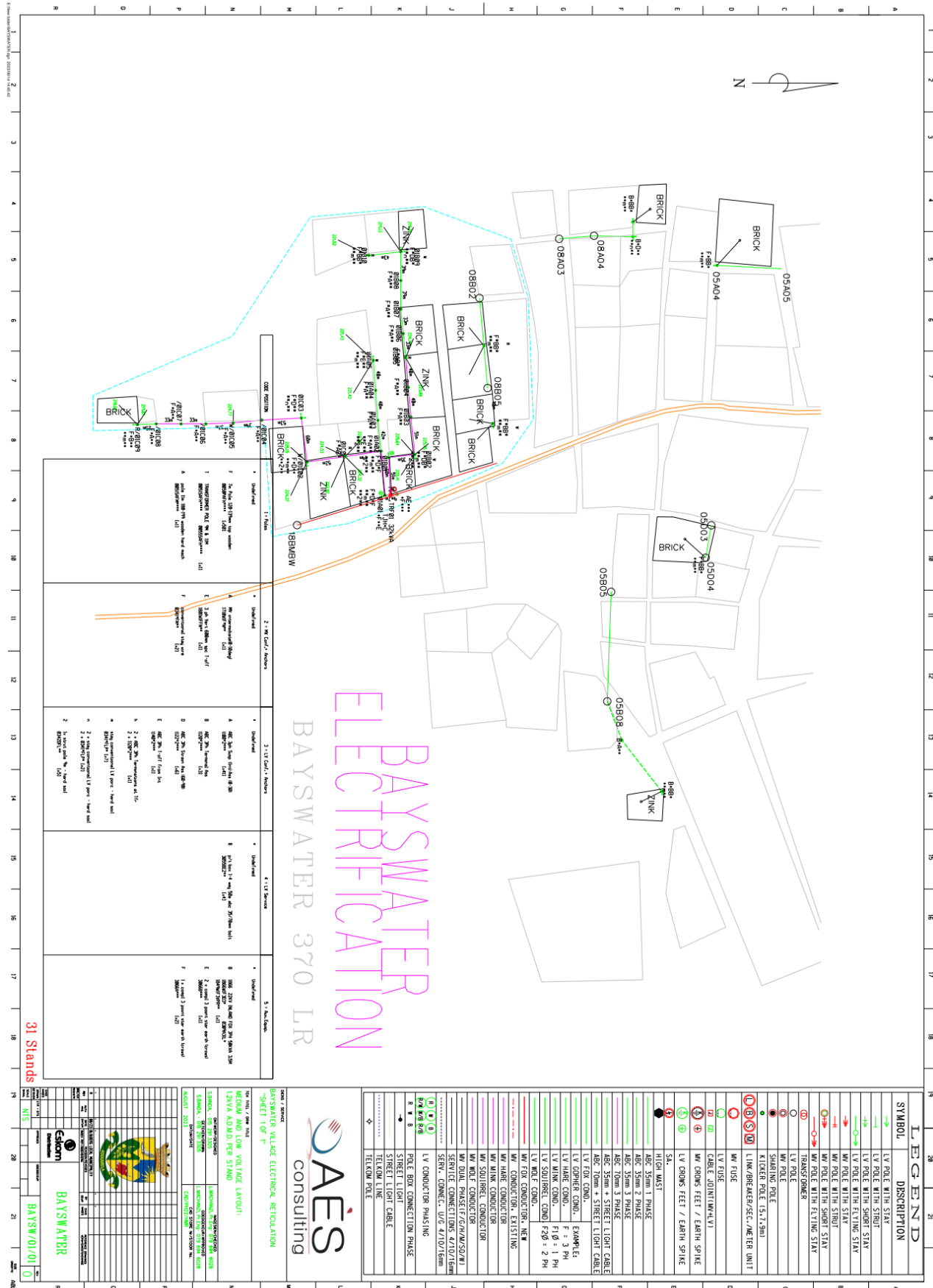
*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

ELECTRIFICATION OF BAYSWATER



Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2







