



UBUHLEBEZWE LOCAL MUNICIPALITY

INVITATION TO BID BID REFERENCE NO: UBU-B/01/09/20

CONSTRUCTION OF HIGH MAST PROJECT IN WARD 1, 6, 7 & 11 (CIDB CATEGORY: 5EP OR HIGHER) PROCUREMENT DOCUMENT

Name of Tenderer _____

Telephone Number _____

Fax Number _____

Address _____

Tender Sum _____

B-BBEE Level _____

CSD Reg. No _____

CRS No _____

SARS Pin _____

CLOSING DATE OF THE BID: 16th OCTOBER 2020 AT 12:00
AT THE PEACE INITIATIVE HALL,
2 BLOCKS FROM IXOPO HIGH SCHOOL, MARGARET STREET, IXOPO, 3297

NO LATE SUBMISSIONS WILL BE CONSIDERED

UBUHLEBEZWE MUNICIPALITY
P.O. BOX 132, IXOPO, 3276

TEL: (039) 834 7700
FAX: (039) 834 1168

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Ubuhlebezwe Municipality

CONTRACT NO.: UBU-B/01/09/20

Construction of High Mast Project in Ward 1, 6, 7 & 11

PROCUREMENT DOCUMENT

FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The CONTRACT consists of seven parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Project Specification**
- **C5: Particular Specification**
- **C6: Site Information;** and
- **C7: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]

Name of Contractor submitting the tender:.....

Tender amount (as stated in the Form of Offer): R.....

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R

Specified Time for Completion: 10 months

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered

Details of contact person:

Name (*Print*):

Telephone No: Fax No:

E-mail address:

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

SIGNATURE:

(Of person authorised to sign the tender)

TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

CONTENTS

T1: TENDERING PROCEDURES

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T1.2 TENDER DATA

29 Margaret Street
 Ixopo
 3276
 Tel: 039 8347700
 Email: mm@ubuhlebezwe.gov.za



Po Box 132
 Ixopo
 3276
 Fax: 039 8341168
 Webpage: www.ubuhlebezwe.gov.za

UBUHLEBEZWE MUNICIPALITY

INVITATION TO BID

Ubuhlebezwe Municipality invites suitable, qualified, and experienced service provider to provide services to the municipality.

| PROJECT NAME | BID NUMBER | CIDB Grade | Compulsory Briefing session | AVAILABILITY OF TENDER DOCUMENTS | NON REFUNDABLE PRICE | CLOSING DATE |
|--|----------------|---------------|--|--|--|--|
| Supply, delivery and installation and configuration of ARCGIS Standard software | UBU-B-01/09/20 | N/A | N/A | Documents will be available from 22 nd September 2020 at 10h00. Cut-off for EFT purchases: 22nd June 2020 @17h00 Cut-off for purchase through our cashiers: 30 th September 2020 @15h30 Cut-off date for sending queries is 09 th October 2020 | R 404.25 per doc. Cashier's Office.29 Margaret Street | 16 th October 2020 at 12h00 |
| Panel of environmental consultants for the financial years (2020/2021:2021/22 and 2022/23) | UBU-B-02/09/20 | | | | R 729.31 per doc. Cashier's Office.29 Margaret Street | |
| Telephone Management System | UBU-B-03/09/20 | | | | | |
| Provision of hygiene services for 24 months (Re-advertisement) | UBU-B-04/09/19 | | | | | |
| Supply & install CCTV Cameras at Ixopo CBD | UBU-B-04/09/20 | | 30 September 2020 at 10h30 Venue: Peace Initiative Hall Cut-off for briefing confirmation: 28 th September 2020 | | | |
| Construction of High Mast Projects | UBU-B-05/09/20 | SEP or Higher | 29 th September 2020 at 10h30 Venue: Peace Initiative Hall Cut-off for briefing confirmation: 25 th September 2020 | Documents will be available from 22 nd September 2020 at 11h00. Cut-off for EFT purchases: 25 th September 2020 @17h00 Cut-off for purchase through our cashiers: 28 th September 2020 @15h30 | R 1458.61 per doc. Cashier's Office.29 Margaret Street | |

(100% local steel manufactured material must be supplied & MBD 6.2 local production & content must

T1.2 TENDER DATA

be completed for the CCTV Camera and high mast)(90% local cables must be supplied & MBD 6.2 local production & content must be completed for the High Mast)


BID Documents clearly marked the " bid name and the relevant BID NO." must be deposited in the tender box at the entrance of Peace Initiative Hall where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid.

NB: Latecomers will not be admitted. Only tenderers with tender documents will be allowed to attend the briefing session. Tenderers to send confirmation to attend briefing via email to nngewu@ubuhlebezwe.gov.za indicating company name and representative. Should the number exceed 40 two session will be held and communication will be sent to all bidders prior the briefing date. Tender documents will also be available free of charge on www.etenders.gov.za and www.ubuhlebezwe.gov.za . Tenderers without a face mask will not be allowed to attend the briefing session and you will be required to be at the briefing venue by 10h00 in order to ensure compliance with Covid 19 regulations (sanitizing, screening, social distancing etc.). Tenderers who fail to meet the stated time will not be allowed to the venue. Any person who will be found with a body temperature of 38°C and above will not be allowed in the venue.

Enquiries regarding this notice may be directed as follows:

Attention: High Mast, Environmental Consultants , Arc GIS Software: Mr S B Mkhwanazi (sbmkhwanazi@ubuhlebezwe.gov.za), CCTV – Mrs N C Mohau (ncmohau@ubuhlebezwe.gov.za) . Telephone system- M s P Luswazi (pluswazi@ubuhlebezwe.gov.za) and SCM related matters : Ms S Sityata(ssityata@ubuhlebezwe.gov.za) Tel: 039 – 834 7700 Fax: 039 – 834 1168

Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances, be considered. The Ubuhlebezwe Municipality subscribes to the Preferential Procurement Framework Act, Act 5 of 2000. The 80/20 principle applies to this bid. Bids shall be valid for a period of 90 days. The Ubuhlebezwe Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action. If the price offered by tenderer is not market related the municipality may not award the contract to that tenderer and may negotiate for market related price with the tenderer, failing which negotiate with the next highest scoring tenderer or the tender may be cancelled.



Mr. C.M. Sineke
Municipal Manager

T1.2 TENDER DATA

MBD 1

**PART A
 INVITATION TO BID**

| | | | | | |
|---|--|---------------|--|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) | | | | | |
| BID NUMBER: | UBU-B/0/09/20 | CLOSING DATE: | 16 th OCT 2020 | CLOSING TIME: | 12h00 |
| DESCRIPTION | Construction of High Mast Project in ward 1, 6, 7 & 11 | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| 29 Margaret Street | | | | | |
| Ixopo | | | | | |
| 3276 | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | | |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE | | R |
| SIGNATURE OF BIDDER | | | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT | | | DEPARTMENT | | |
| CONTACT PERSON | | | CONTACT PERSON | | |
| TELEPHONE NUMBER | | | TELEPHONE NUMBER | | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | | | E-MAIL ADDRESS | | |

PART B TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 TENDER DATA

T1.2: TENDER DATA

T1.2.1: STANDARD CONDITIONS OF TENDER

- The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender. This document is obtainable separately.
- The Tender Data make several references to the Standard Conditions of Tender for details that apply specifically to this tender. The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.
- The Municipality may request clarity pertaining the Proposal / response if its not clear
- Presentation may be required for Clarity purposes
- The Municipality may request for a price negotiation when necessary
- Use of correction pen is prohibited
- The Municipality may request price confirmation on goods / material that has price fluctuation and service providers must respond within the stipulated time

The clause and sub-clause in the Standard Condition of Tender are prefixed with letter F which refer to Annex F of SANS 294

Clause No.

F.1.1 GENERAL

F.1.1 Actions

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

F.1.2 Tender documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

F.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the Conditions of Tender.

F.1.3.2 These Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will not form part of any contract arising from the invitation to tender.

F.1.4 Communication and Employer's agent

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

T1.2 TENDER DATA

F.1.5 The Employer's right to accept or reject any tender offer

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

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the Employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligations hereafter:

F.2.1 Eligibility

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Tender Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data if necessitated as a result of the addenda.

F.2.7 Site visit and clarification meeting

Attend the compulsory site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Tender Data.

T1.2 TENDER DATA

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Tender Offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time for submission of tenders stated in the Tender Data.

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Tender Offers

F.2.12.1 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a Tender Offer

F.2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in **black ink**.

T1.2 TENDER DATA

- F.2.13.3 Submit the Tender Offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English.
- F.2.13.4 Sign the original (and all copies, if applicable) of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.
- F.2.13.5 Seal the original (and each copy, if applicable) of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.
- F.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as being non-responsive.
- F.2.15 Closing time**
- F.2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions Tender apply equally to the extended deadline.
- F.2.16 Tender Offer validity**
- F.2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.
- F.2.17 Clarification of Tender Offer after submission**

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

F.2.18 Provide other material

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

F.2.18.2 Dispose of samples of materials, where required.

F.2.19 Inspections, tests and analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Tender Data.

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

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

F.3.1 Respond to clarification

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

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F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.

F.3.3 Return late Tender Offers

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

F.3.4 Opening of tender submissions

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

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

F.3.4.3 Make available the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed.

Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not to disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Tender Offers, the final

T1.2 TENDER DATA

evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Tender Offer properly received:

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

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

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

F.3.8.3 Reject a non-responsive Tender Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

1. Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:
 - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
 - (b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.
2. Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in above.

F.3.10 Clarification of a Tender Offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender Offer.

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F.3.11 Evaluation of Tender Offers

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

F.3.11.2 **Method 1: In the case of a Financial Offer:**

- (a) Rank Tender Offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked tenderer in terms of evaluation for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.3 **Method 2: In the case of a Financial Offer and Preferences:**

- (a) Score tender evaluation points for each Financial Offer.
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (c) Calculate total tender evaluation points
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.4 **Method 3: In the case of a Financial Offer and Quality:**

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Calculate the total tender evaluation points.
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5 **Method 4: In the case of a Financial Offer, Quality and Preferences:**

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (d) Calculate total tender evaluation points.
- (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (f) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.6.1 Scoring financial offers

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

$$Nfo = W1 \times A$$

Where Nfo = is the number of tender evaluation points awarded for the financial offer;

$W1$ = is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;

A = is the number calculated using the formula and option described in table below as stated in the tender data.

FORMULAE FOR THE VALUE OF A

| FORMULA | BASIS FOR COMPARISON | VALUE OF "A" | |
|---------|---|-------------------|----------|
| | | Option 1 | Option 2 |
| 1 | Highest price or discount | $[1+(P-Pm) / Pm]$ | P/Pm |
| 2 | Lowest price or percentage commission/fee | $[1-(P-Pm) / Pm]$ | Pm/P |

Pm = is the comparative offer which is the most favourable

P = is the comparative offer of the tender under consideration

F.3.11.6.2 Scoring quality

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

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 Acceptance of Tender Offer

F.3.13.1 Accept the Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his Tender Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

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After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their Tender Offers have not been accepted.

F.3.15 Prepare contract documents

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

- (a) addendum issued during the tender period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Tenderer, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete Adjudicator's Contract

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

F.3.18 Provide copies of the contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

T1.2 TENDER DATA

T1.2.2: TENDER DATA

1. GENERAL

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause No.

F.1.1 The Employer is Ubuhlebezwe Municipality.

F.1.2 **Tender Document**

(a) The Tender Document issued by the employer consist of the following:

TENDER

T1: Tendering Procedures

- T1.1: Tender Notice and Invitation to Tender
- T1.2: Tender Data

T2: Returnable Documents

- T2.1: List of Returnable Documents
- T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

- C1.1: Form of Offer and Acceptance
- C1.2: Contract Data
- C1.3: Form of Guarantee
- C1.4: Agreement with adjudicator
- C1.5: Agreement in terms of the OHSA No 85 of 1993

Part 2: Pricing Data

- C2.1: Pricing Instructions
- C2.2: Bill of Quantities

Part 3: Scope of Work

- C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6: Site Information

- C6: Site information

Part 7: Annexures

- C7: Annexures

(b) Drawings.

(c) "General Conditions of Contract for Construction Works – 2nd Edition 2010 issued by the South African Institution of Electrical Engineering. (Short title "General Conditions of Contract 2010"). This document is obtainable separately, and Tenderers shall obtain their own copies.

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- (d) **“Standard Specifications for Electrical and Industrial Works Association” ECA 2009 Edition.** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (f) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
 - (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4

The Employer’s agent is:

Name : Cebisa Tshezi Engineering Solutions (Pty)

Address : 3 Shalom Mews

11 Granton Place, Wembley

Pietermaritzburg

3276

Tel. : 063 193 8036

Fax: 086 565 6393

E-mail address: cebisatshezi@gmail.com

F.2.1

Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.

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Only those Tenderers who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation 5EP as defined in the

Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

Joint ventures are eligible to submit tenders provided that:

- (g) every member of the joint venture is registered with the CIDB;
- (h) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

F.2.7 Site visit and Clarification

The arrangements for the compulsory clarification meeting and site inspection are as follows:

Location / venue: at Ubuhlebezwe Municipality offices

Date: **29th Sept 2020**, starting time: **10H30**

Enquiries regarding the meeting and site inspection may be directed to:

Name: Mr. S B Mkhwanazi

Tel.: 039 834 7700

Alternative tenders

F.2.12

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

- (a) Individual items
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.
- (b) Alternative designs
Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:
 - (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;
 - (ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
 - (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for

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variations arising from:

- Changes in design parameters ordered by the Engineer;
- Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.

(iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.

(v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

F.2.13 Submitting a Tender Offer

F.2.13.1 Tender Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.3 Tender offers shall be submitted as an original only.

F.2.13.5 Delivery of Tender

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Physical address: Ubuhebezwe Municipality, 29 Margaret Street, Ixopo, 3276

Identification details: **Construction of High Mast Project in ward 1, 6, 7 & 11**

Contract No.: UBU-B/01/09/20

F.2.3.5 A two-envelope procedure will not be followed.

F. 2.15 Closing Time

The closing time for submission of Tender Offers is **12h00, on 16th October 2020**

Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.

F. 2.16 Tender validity

The Tender Offer validity period is 90 days from the closing time for submission of tenders.

F.2.19 Inspection, tests and analysis

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Not applicable.

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F.2.23 Certificates

The following certificates must be provided with the tender:

1. Company / CC / Trust / Partnership registration certificates
2. ID certificate(s) of all directors, members and/or shareholders
3. Valid Tax clearance and Pin issued by the South African Revenue Services
4. VAT Registration Certificate
5. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
6. Skills Development Levy Certificate
7. Joint venture agreement and power of attorney in case of joint ventures.
8. Contractors CIDB registration certificate.
9. Detailed CSD Registration report
10. BBEEEC
11. Municipal Accounts

F.3.11 Evaluation of Tender Offers

F.3.11.1 The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences.

F.3.11.5 Method 4: Financial Offer, Quality and Preferences

- a) The procedure for the evaluation of responsive tenders is Method 4 (Financial Offer, Quality and Preferences) and Quality will be evaluated prior to financial and Preference as follows:

Functionality/quality: tender must achieve at least 60% in order to qualify for the second stage. The 80/20 scoring will apply.

The points associated with the comprehensive proposal will be awarded as reflected in the following table.

| Key aspect of criterion | Basis for points allocation | Score | Max. Points | Verification Method |
|---|---|-------------------|-------------|--|
| Experience of the Bidder (Name of traceable reference with contact details to be included for verification) | Five Points will be allocated for each Completed Electrification or High Mast or Street lighting Project. Tenderers to submit a letter of appointment and the completion Certificate. If extension of time was granted, the contractor should submit a letter of approval for extension of time. | Excellent | 30 | Each project with appointment letter and completion certificate will give the bidder 5 points. |
| Qualifications and experience of site agent | Site Agent with B Tech or Degree in Electrical Engineering registered with ECSA and minimum of Ten years of working experience. | Excellent 6-10 | 15 | Certified Copy of Qualification and CVs to be attached |
| | Site Agent with National Diploma in Electrical Engineering or N6 plus Trade test from the University of Technology and Five years working experience | Good 3-5yrs | 10 | Certified Copy of Qualification and CVs to be attached |

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| | | | | |
|--|--|-----------|-----------|--|
| | | | | |
| Experience of foreman (10) | 5 years and above experience in electrification projects and must have a Certificate for Working on Overhead Lines, and be in position of Authorization as a Responsible Person (HVREGS/Permit holder) Certificate, Supervisory Skills Certificate and Bulk Cabling Project Experience | Excellent | 10 | Curriculum Vitae and Certificates to be attached |
| | 3-4 years experience in electrification projects and must have a Certificate for Working on Overhead Lines and be in a position of Authorization as a Responsible Person (HVREGS/Permit holder) Certificate, Supervisory Skills Certificate and Bulk Cabling Project Experience | Good | 5 | Curriculum Vitae and Certificates to be attached |
| Construction Method Statement (relevant to the tendered project- 3-8 pages) The method statement must include the following sub-headings: Approach Method, Time Frames, Activities(in construction sequence), Construction Administration, Quality, OHS & Risk Management, Health and Safety | Method statement met all the requirements. | Good | 10 | Brief (3 – 5 Pages) |
| | Acceptable method statement. Only provided limited information | Fair | 5 | Brief (3 – 5 Pages) |
| ESKOM PERMIT HOLDER | 3 (THREE) Eskom Permit Holders with the submission of both their Permit Certificates and the clear copies of Permit cards (Pictures and ID numbers must reflect) 5 Points per Permit Holder | Good | 15 | Certified Copy of the Permits Certificates and Copy of Permit Cards to be attached |
| Eskom Database Registration | Contractors to attach a valid proof of Database Registration with Eskom. | | 10 | |
| Criteria 2: Financial Resources | | | | |
| Financial Status (Bank Ratings) | | | 10 | |
| Note: Tenderers are required to attach a Bank Rating Certificate from a Registered Financial Institution on Returnable Documents. | | | | |
| Undoubted for the amount of your enquiry (Code A) | | | 10 | |
| Good for the amount of your enquiry (Code B) | | | 6 | |
| Good for the amount quoted, if strictly in the way of business (Code C) | | | 5 | |
| Fair trade risk for the amount of your enquiry (Code D) | | | 3 | |
| Figures considered too high (Code E) | | | 2 | |
| Financial position unknown (Code F) | | | 0 | |
| Occasional dishonors (Code G) | | | 0 | |
| Frequent Dishonors (Code H) | | | 0 | |

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| | | |
|-------|-----|--|
| TOTAL | 100 | |
|-------|-----|--|

Functionality / quality: tender must achieve at least 60% (60/100) in order to qualify for the next stage. The 80/20 scoring will apply.

Third stage of the Evaluation: preferential Procurement Points

NB: It is compulsory for a bidder to score not less than 50% per segment in the above table. Even if the bidder has scored the 60% of threshold but scores less than 50% on one or more of the segments above the bidder will be non-responsive

The points associated with the comprehensive proposal will be awarded as reflected in the following the above table.

- b) Tenderers qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive tenders (Price and preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system:

For Contracts not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

Table F.2: Preference Points based on B-BBEE status level of contributor

| B-BBEE Status Level of Contributor | Number of Points (80/20 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

Eligibility for preference points is subject to the following conditions:

- A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
- The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and
- The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and
- The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and

T1.2 TENDER DATA

-
- e) Compliance with any other information requested to be attached to Returnable Schedule L.

Total Scores for Financial and Preference

The points scored for a tenderer in respect of Price must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the KwaZulu-Natal Department of Transport.

F.3.12 Acceptance of Tender Offer

F.3.12.1 Tender Offers will only be accepted on condition that:

- (a) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;
- (b) A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the tender invalid.
- (b) A valid Tax Clearance Certificate is included with his tender;
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his tender submission;
- (d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- (e) The Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.
- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission;
- (h) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
- (i) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (j) The tenderer has not:
 - (i) Abused the Employer's Supply Chain Management System; or
 - (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

T1.2 TENDER DATA

F.3.13

Copies of Contract

The number of paper copies of the signed contract to be provided by the Employer is ONE.

SCM EVALUATION COMPLIANCE

SCM COMPLIANCE ANNEXURE: A

- Attach proof that you are registered on Central Suppliers Database (CSD)

SCM COMPLIANCE ANNEXURE: B

- Attach Valid BBBEE certificate certified or original or sworn affidavit

SCM COMPLIANCE ANNEXURE: C

- Sign MBD 1, 4, 5, 6.1, 6.2, 8 & 9

SCM COMPLIANCE ANNEXURE: D

- Attach Updated Municipal rates statement for the company not in arrears for more than 90 days / Valid lease agreement together with the latest letter from the landlord confirming rent is up to date on or recent statement / affidavit when you operate at Home

SCM COMPLIANCE ANNEXURE: E

- Attach Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached and must be on a Company letter head

.....
Signature

.....
Date

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

T2.1 LIST OF RETURNABLE DOCUMENTS

The following valid information is required in the submission and will form part of the evaluation considerations:

- Company profile and experience on similar projects (previous work completed with contact details of references)
- Proof of professional registration (where applicable)
- Valid Tax Clearance certificate with verification pin
- Company registration document or certifies copy of ID if sole trader
- Certified copy of a valid BBBEE certificate with SANAS logo or a sworn affidavit
- Proposed implementation plan and item duration
- Outline of methodology
- Form of proposal offer
- Proof of municipal accounts not older than 3 months or a letter from the landlord stating that rent paid is up to date and includes municipal accounts
- Detailed CSD report
- Bids submitted are to hold good for a period of 90 (ninety) days and must be inclusive of VAT
- This bid will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and for this purpose the enclosed forms MBD 4, MBD 5, MBD 6.1, MBD 6.2, MBD 8 and MBD 9 must be scrutinized, completed and submitted together with your bid.
- **NB: No bid will be considered from persons in the service of the state**
- The council does not bind itself to accept the lowest or any bid reserves the right to accept the bid as whole or in part, at the rates quoted
- Only locally manufactures produced goods that meet the stipulated minimum threshold for local production and content as determined by DTI will be considered for acceptance. Any tender that doesn't meet the minimum threshold is an unacceptable tender.
- Failure to comply with the above-mentioned conditions may invalidate your offer

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.2 RETURNABLE SCHEDULES AND FORMS

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES.

- A. PROOF OF CSD AND CIDB REGISTRATION
- B. B-BBEE STATUS LEVEL VERIFICATION
- C. VALID TAX CLEARANCE CERTIFICATE AND VERIFICATION PIN
- D. MBD4, 5, 6.1, 6.2, 8 & 9
- E. MUNICIPAL SERVICES FOR THE COMPANY
- F. MUNICIPAL SERVICES FOR THE DIRECTORS
- G. CERTIFICATE OF AUTHORITY
- H. CERTIFICATE OF SITE ATTENDANCE MEETING
- I. COMPULSORY ENTERPRISE QUESTIONNAIRE
- J. RECORD OF ADDENDUM TO TENDER DOCUMENT
- K. COMPANY REGISTRATION DOCUMENTS AND ID
- L. PLANT AND EQUIPMENT
- M. EXPERIENCE TO TENDERER
- N. PRESENT COMMITMENTS
- O. PROPOSED SUBCONTRACTORS
- P. KEY PERSONNEL
- Q. CURRICULUM VITAE OF KEY PERSONNEL
- R. PRELIMINARY PROGRAMME
- S. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- T. CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- U. TENDER'S FINANCIAL STANDING
- V. FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- W. CONSTRUCTION METHOD STATEMENT
- X. SKILLS DEVELOPMENT LEVY CERTIFICATE
- Y. WORKMENS COMPENSATION REGISTRATION CERTIFICATE
- Z. UNEMPLOYMENT INSURANCE FUND CERTIFICATE
- AA. PROOF OF TENDER PURCHASE

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Preferential Procurement Schedule.

.....
Signature

.....
Date

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

T2.1: LIST OF RETURABLE DOCUMENTS

ANNEXURE A: PROOF OF CSD AND CIDB REGISTRATION

[The Tenderer shall attach hereto the Contractor's Proof of Registration with CSD and CIDB].

.....

Signature

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

.....

Date

DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE B: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

[The Tenderer shall attach hereto the Contractor's Proof of Certified B-BBEE Certificate or Sworn Affidavit].

.....

Signature

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

.....

Date

ANNEXURE C: VALID TAX CLEARANCE CERTIFICATE WITH VERIFICATION PIN

.....

Signature

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

.....

Date

ANNEXURE D: MBD 4, 5, 6.1, 6.2, 8 & 9

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.
.....

¹MSCM 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

DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

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

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars
.....

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

3.10.1 If yes, furnish particulars.....
.....

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

3.11.1 If yes, furnish particulars.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.....
.....

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

3.14.1 If yes, furnish particulars:.....
.....

T2.1: LIST OF RETURNABLE DOCUMENTS

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

| Full Name | Identity Number | State Employee Number | Owner of the Company (yes / no) | Share percentage on the Company |
|-----------|-----------------|-----------------------|---------------------------------|---------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 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) B-BBEE Status Level of Contributor.

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

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

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

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

T2.1: LIST OF RETURNABLE DOCUMENTS

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“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;
- (j) **“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:

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

T2.1: LIST OF RETURNABLE DOCUMENTS

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|---|--|--|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

| Designated Group: An EME or QSE which is at least 51% owned by: | EME √ | QSE √ |
|--|--------------------------|--------------------------|
| Black people | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people who are youth | <input type="checkbox"/> | <input type="checkbox"/> |
| Black people who are women | <input type="checkbox"/> | <input type="checkbox"/> |

T2.1: LIST OF RETURNABLE DOCUMENTS

| | | |
|---|--|--|
| 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 | | |
| OR | | |
| 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]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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

WITNESSES

1.

2.

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

DATE

ADDRESS

.....

.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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

1.6. A bid may be disqualified if –

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
|--|-------------------------------------|

T2.1: LIST OF RETURNABLE DOCUMENTS

| | |
|---|------|
| ENDD 200W LED Floodlight for high mast application Bill03 | 90% |
| Steel Pole:30m Railway Mast c/w 8-way bracket galvanised Bill03 | 90% |
| Conductor: 16mm2 4 Core CU/PVC/SWA PVC Cable Bill03 | 90% |
| Steel Masts | 100% |
| Electric Cables | 90% |

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

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

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 5.1. If yes, provide the following particulars:

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

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

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

T2.1: LIST OF RETURNABLE DOCUMENTS

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

(b) I have satisfied myself that

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

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

T2.1: LIST OF RETURABLE DOCUMENTS

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

ANNEXURE C SATS 1286.2011

NOTE: VAT to be excluded from all

NOTE: VAT to be excluded from all

Tender

[illegible]

RO

RO

RO

(C23) Total Imported content

RO

(C25) Average local content % of tender

T.44

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE D

| ANNEXURE D | | | | | | | | | | | SATS 1286/2011 | |
|--|-----------------------------------|----------------------|-----------------------------|--|---|------------------------|--|---|----------------------------|---|-------------------------|--|
| Imported Content Declaration - Supporting Schedule to Annex C | | | | | | | | | | | | |
| (D1) | Tender No. | | | | | | Note: VAT to be excluded from all calculations | | | | | |
| (D2) | Tender description: | | | | | | | | | | | |
| (D3) | Designated Products: | | | | | | | | | | | |
| (D4) | Tender Authority: | | | | | | | | | | | |
| (D5) | Tendering Entity name: | | | | | | | | | | | |
| (D6) | Tender Exchange Rate: | | Pula | | EU R 9.00 | | GBP R 12.00 | | | | | |
| A. Exempted imported content | | | | | | | | | | | | |
| | | | | Calculation of imported content | | | | | | Summary | | |
| Tender Item no's | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value | |
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| (D19) Total exempt imported value | | | | | | | | | | | | |
| | | | | | | | | | | This total must correspond with Annex C - C21 | | |
| B. Imported directly by the Tenderer | | | | | | | | | | | | |
| | | | | Calculation of imported content | | | | | | Summary | | |
| Tender Item no's | Description of imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value | |
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) | |
| | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| (D32) Total imported value by tenderer | | | | | | | | | | R 0 | | |
| C. Imported by a 3rd party and supplied to the Tenderer | | | | | | | | | | | | |
| | | | | Calculation of imported content | | | | | | Summary | | |
| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value | |
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) | |
| | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| (D45) Total imported value by 3rd party | | | | | | | | | | | | |
| D. Other foreign currency payments | | | | | | | | | | | | |
| | | | | Calculation of foreign currency payments | | Summary of payments | | | | | | |
| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange | Local value of payments | | | | | | | |
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| (D52) Total of foreign currency payments declared by tenderer and/or 3rd party | | | | | | | | | | | | |
| (D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above | | | | | | | | | | | | |
| | | | | | This total must correspond with Annex C - C23 | | | | | | | |
| Signature of tenderer from Annex B | | | | | | | | | | | | |
| Date: _____ | | | | | | | | | | | | |

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE E

| Annex E | | SATS 1286.2011 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--|--------------------------------|-----------------|-------|--|------|------|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|
| Local Content Declaration - Supporting Schedule to Annex C | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (E1) | Tender No. | <div style="border: 1px solid black; padding: 5px;"> Note: VAT to be excluded from all calculations </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (E2) | Tender description: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (E3) | Designated products: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (E4) | Tender Authority: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (E5) | Tendering Entity name: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%; background-color: #f2f2f2;">Local Products (Goods, Services and Works)</th> <th style="width: 40%; background-color: #f2f2f2;">Description of items purchased</th> <th style="width: 20%; background-color: #f2f2f2;">Local suppliers</th> <th style="width: 20%; background-color: #f2f2f2;">Value</th> </tr> <tr> <th></th> <th style="text-align: center;">(E6)</th> <th style="text-align: center;">(E7)</th> <th style="text-align: center;">(E8)</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="3" style="text-align: right;">(E9) Total local products (Goods, Services and Works)</td> <td></td> </tr> </tbody> </table> | | | Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value | | (E6) | (E7) | (E8) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | (E9) Total local products (Goods, Services and Works) | | | |
| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | (E6) | (E7) | (E8) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (E9) Total local products (Goods, Services and Works) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (E10) | Manpower costs (Tenderer's manpower cost) | <div style="border: 1px solid black; width: 100px; height: 20px;"></div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (E11) | Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.) | <div style="border: 1px solid black; width: 100px; height: 20px;"></div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (E12) | Administration overheads and mark-up (Marketing, insurance, financing, interest etc.) | <div style="border: 1px solid black; width: 100px; height: 20px;"></div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <div style="border: 1px solid black; padding: 5px;"> (E13) Total local content </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> This total must correspond with Annex C - C24 </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Signature of tenderer from Annex B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date: <div style="border: 1px solid black; width: 150px; height: 20px; display: inline-block;"></div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|---|-------------------------------------|------------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

T2.1: LIST OF RETURNABLE DOCUMENTS

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any 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:

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

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

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

T2.1: LIST OF RETURNABLE DOCUMENTS

- (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

MBD 9

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the 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.

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

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MBD 9

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

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE E: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
FOR THE COMPANY**

[Recent statement / letter from the landlord confirming rent is up to date or recent statement from landlord].

- In a case of a bidder owning a property, they must provide a municipal statement confirming status of municipal accounts and should not be older than 3 months. Bidders must not be in arrears for more than 90 days.
- In case the Bidder leasing the property, they must attach a lease agreement and a letter from the Landlord stating that the rent is up to date. The letter must not be older than 3 months.
- In case of the bidder operating in a rural area and they do not pay for municipal services, they must attach a sworn affidavit stating that municipal services are not paid in that area. The Sworn affidavit must not be older than 3 months.

T2.1: LIST OF RETURNABLE DOCUMENTS

.....

Signature

.....

Date

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

ANNEXURE F: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
FOR THE DIRECTORS

[Recent statement / letter from the landlord confirming rent is up to date or recent statement from landlord].

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.....
 Signature Date
 (of person authorised to sign on behalf of the Tenderer)

ANNEXURE G: CERTIFICATE OF AUTHORITY

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

| (I) COMPANY | (II) CLOSE CORPORATION | (III) PARTNERSHIP | (IV) JOINT VENTURE | (V) SOLE PROPRIETOR |
|----------------|------------------------------|----------------------|-----------------------|---------------------------|
| | | | | |

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of
, hereby confirm that by resolution of the Board (copy
 attached) taken on 20.....,

Mr/Ms, acting in the capacity of
, was authorised to sign all documents in
 connection with this tender and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
hereby authorize Mr/Ms,

acting in the capacity of, to sign all
 documents in connection with the tender for Contract No and
 any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
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T2.1: LIST OF RETURNABLE DOCUMENTS

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| | | | |
|--|--|--|--|

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

(III) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr./Ms

acting in the capacity of, to sign all

documents in connection with the tender for Contract No and any

contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

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

(IV) CERTIFICATE FOR JOINT VENTURE

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

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

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE, NAME AND CAPACITY |
|--------------|---------|--|
| Lead partner | | |
| | | |

T2.1: LIST OF RETURNABLE DOCUMENTS

| | | |
|--|--|--|
| | | |
|--|--|--|

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

(V) **CERTIFICATE FOR SOLE PROPRIETOR**

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

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

T2.1: LIST OF RETURABLE DOCUMENTS

.....
Signature

.....
Date

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

ANNEXURE H:

CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*tenderer*)

.....
of (*address*)

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at Ubhlebezwe Municipality offices on the **29th Sept 2020** starting at **10H30**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

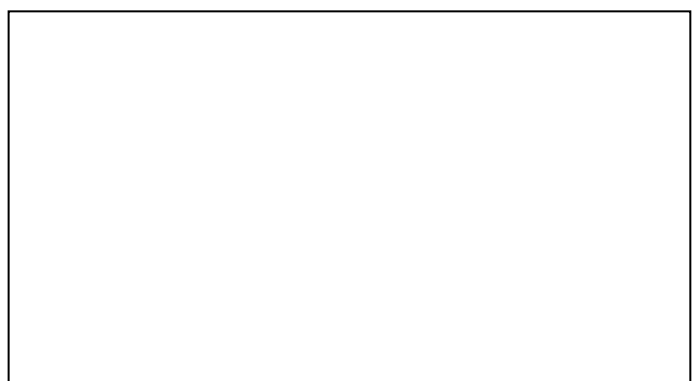
Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:



Municipality Stamp

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1: LIST OF RETURABLE DOCUMENTS

ANNEXURE I: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1. Name of enterprise: _____

Section 2. VAT registration number, if any: _____

Section 3. CIDB registration number, if any: _____

Section 4. Particulars of sole proprietors and partners in partnerships.

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

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

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

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

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

T2.1: LIST OF RETURNABLE DOCUMENTS

| Name of sole proprietor, partner, directors, manager, principal share holder or stake holder | Name of institution, public offices, board or organ of state and position held | Status of service (tick appropriate column) | |
|--|--|---|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

* Insert separate page if necessary.

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

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

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

T2.1: LIST OF RETURNABLE DOCUMENTS

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

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

* Insert separate page if necessary.

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

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

.....

Signature

.....

Date

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

Name: _____

Position: _____

Enterprise name: _____

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE J: RECORD OF ADDENDUM TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

| ADD. No | DATE | TITLE OR DETAILS |
|------------|------|------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

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

.....
Date

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE K: CERTIFIED COMPANY REGISTRATION CERTIFICATE AND
OWNERSHIP ID DOCUMENT**

.....
Signature

.....
Date

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

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE L: PLANT AND EQUIPMENT

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

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

1 Authorized Persons

T2.1: LIST OF RETURNABLE DOCUMENTS

1.1 High Voltage Authorization

| Name | ID Number | Permit Expiry | Permit/Certificate Date / No |
|------|-----------|---------------|------------------------------|
| | | | |
| | | | |
| | | | |

1.2 LV Switching

| Name | ID Number | Permit Expiry | Permit/Certificate Date / No |
|------|-----------|---------------|------------------------------|
| | | | |
| | | | |
| | | | |

2 Wireman's Licence:

| team No | Name | ID Number | Permit Expiry | Permit/Certificate Date / No |
|---------|------|-----------|---------------|------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

Important Note (Items 1 & 2):

Copies of Identity and Documents and Permits / Certificates must be forwarded with tender submission. Any changes to the above must be approved by the Employer's Representative.

3 Safety Representatives:

| Name | ID Number | Course / Certificate |
|------|-----------|----------------------|
| | | |
| | | |
| | | |
| | | |

4 First Aiders

| Name | ID Number | Course / Certificate |
|------|-----------|----------------------|
|------|-----------|----------------------|

T2.1: LIST OF RETURNABLE DOCUMENTS

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |

5 Tools & Equipment

| Item | Serial No | Calibration Certificate | Expiry |
|------|-----------|-------------------------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

6 Vehicles

| Make | Model | Registration No. |
|------|-------|------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Note: By submitting bids, Bidders would be deemed as having confirmed permanent availability of the proposed staff should their bid be successful or undertake to propose alternative staff of equivalent experience to those originally listed should that not be the case. Failure to do this may result on the awarded bid being reviewed and the bidder may risk proposal being set aside.

.....
 Signature Date
(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURABLE DOCUMENTS

ANNEXURE M: EXPERIENCE OF TENDERER

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

The following is a statement of work of similar nature recently successfully executed by myself / ourselves

| EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER | CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER | NATURE OF WORK | VALUE OF WORK (inclusive of VAT) | DATE COMPLETED OR EXPECTED TO BE COMPLETED |
|---|--|----------------|---|---|
| | | | | |

Attach additional pages if more space is required.

.....
Signature Date
(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE N: PRESENT COMMITMENTS

The following are list of contracts or tenders that I or we are currently committed to complete.

| Employer and Contract Description | Contract Amount | Duration and Completion Date | Consulting Engineer |
|--|------------------------|-------------------------------------|----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Signature:..... Date:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE O: PROPOSED SUBCONTRACTORS

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

| NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS | NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED | PREVIOUS EXPERIENCE WITH SUBCONTRACTOR |
|--|---|--|
| | | |
| | | |
| | | |
| | | |
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T.70

T2.1: LIST OF RETURABLE DOCUMENTS

ANNEXURE P: KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

| CATEGORY OF EMPLOYEE | NUMBER OF PERSONS | | | | | |
|--|--|---------|---|---------|--|---------|
| | KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION | | KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY | | UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY | |
| | HDI | NON-HDI | HDI | NON-HDI | HDI | NON-HDI |
| Site Agent, Project Managers | | | | | | |
| Foremen, Quality Control and Safety Personnel | | | | | | |
| Plant Operators | | | | | | |
| Unskilled Workers | | | | | | |
| Others:..... | | | | | | |

.....
 Signature Date
 (of person authorised to sign on behalf of the Tenderer)

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature:.....

Signature of Tenderer:

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature:

Signature of Tenderer:

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE R: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

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

.....
Signature

.....
Date

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

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE S: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer, desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts. as set out in the tables below:

(a) AMENDMENTS

| PAGE, CLAUSE OR ITEM NO | PROPOSED AMENDMENT |
|----------------------------|--------------------|
| | |
| | |
| | |
| | |
| | |
| | |

*[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

| PROPOSED ALTERNATIVE | DESCRIPTION OF ALTERNATIVE |
|-------------------------|----------------------------|
| | |
| | |
| | |
| | |
| | |
| | |

*[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

T2.1: LIST OF RETURNABLE DOCUMENTS

(c) DISCOUNTS

| ITEM ON WHICH DISCOUNT IS OFFERED | DESCRIPTION OF DISCOUNT OFFERED |
|--------------------------------------|---------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced]

.....

Signature Date

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

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE T: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**
(* = delete whatever is not applicable)
4. Details of resources I propose;

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|----------------------------|---|
| | |
| | |
| | |
| | |
| | |
| | |

T2.1: LIST OF RETURABLE DOCUMENTS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

.....

.....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

.....
Signature

.....
Date

T2.1: LIST OF RETURNABLE DOCUMENTS

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

CONTRACTOR'S SAFETY PLAN

[The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in T2.1]

.....

Signature

.....

Date

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

T2.1: LIST OF RETURABLE DOCUMENTS

ANNEXURE U: TENDERER'S FINANCIAL STANDING

In terms of Clause 9.2 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

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

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (*at bank*):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

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

.....

Signature

.....

Date

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

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE V: FORM OF INTENT TO PROVIDE A PERFORMANCE
GUARANTEE**

[The Tenderer must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

.....

Signature

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

.....

Date

ANNEXURE W: CONSTRUCTION METHOD STATEMENT

.....

| | |
|---|------|
| Signature | Date |
| <i>(of person authorised to sign on behalf of the Tenderer)</i> | |

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE X: SKILLS DEVELOPMENT LEVY CERTIFICATE

[The Tenderer's Skills Development Levy Certificate to be inserted here].

.....

Signature

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

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE Y: WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

[The tenderer's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].

.....

Signature

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

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

**ANNEXURE Z: UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION
CERTIFICATE**

[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].

.....

Signature

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

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE AA: PROOF OF TENDER PURCHASE

.....

Signature

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

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)

BALANCED SCORECARD 2:

(80/20 PREFERENCE POINT SYSTEM)

For competitive bids/price quotations with a Rand value above R150 000 000, 00

| Status Level of contributor | Scorecard | Preference Points based on scorecard (80/20 System) | Tick Score Claimed |
|------------------------------------|------------------------------|--|---------------------------|
| 1 | ≥ 100 points | 20 | |
| 2 | ≥ 85 but < 100 points | 18 | |
| 3 | ≥ 75 but < 85 points | 14 | |
| 4 | ≥ 65 but < 75 points | 12 | |
| 5 | ≥ 55 but < 65 points | 8 | |
| 6 | ≥ 45 but < 55 points | 6 | |
| 7 | ≥ 40 but < 45 points | 4 | |
| 8 | ≥ 30 but < 40 points | 2 | |
| Non-compliant Contributor | < 30 points | 0 | |

T2.1: LIST OF RETURABLE DOCUMENTS

T2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

- PERFORMANCE GUARANTEE T.85
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION
REGULATIONS 2003 T.87

1. Invalid Tenders

Tenders shall be invalid, and shall be endorsed and recorded as much as in tender opening records by responsible official (appointed by the Director: Supply Chain Management to pen the tenders) in the following instances:

1. If tender is not sealed:

1.2 The tender is not submitted on the Official Tender Offer:

1.3 If the tender is not completed in non-erasable ink:

1.4 If the tender offer and / or form of offer and acceptance has not been signed:

1.5 If the tender offer and/or form of offer and acceptance is signed but the tenderer is not stated, or is indecipherable: or

2. Non Responsive Tenders

Valid tenders will be declared non-responsive and eliminated from further evaluation if:

2.1 The tenderer has been in the register for the tender defaulters in terms of section 29 of the prevention and combating or corrupting activities act, 12 of 2004 or has been listed on national treasury database a person prohibited from doing business with the public sector.

2.2 The tenderer has been listed on the Ubhlebezwe Municipality registered of the tender and contract defaulters as contemplated in the Ubhlebezwe Municipality

2.3 The tenderer does not comply with the general conditions as set out in the Ubhlebezwe Municipality

2.4 The tenderer has not adhered to the instructions as per the price schedule.

2.5 The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).

2.6 The tenderer has failed to complete and/or sign the required declarations and /r authorizations.

3. Disqualified Tenders

The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:

3.1 Comply with one or more of the provisions contained in the instruction to tenderers:

3.2 Comply with any other terms and conditions of the tender documentation after being called upon to do so:

3.3 Submit an original and valid tax clearance certificate from South African Revenue Services certifying that the taxes of the tenderer are in order or that suitable arrangements have been made with SARS.

T2.1: LIST OF RETURABLE DOCUMENTS

PERFORMANCE GUARANTEE

Employer: *(name and address)*.....

.....
.....

Contract No:

(Contract title)

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the day of 20....,
a Contract with
(hereinafter called "the Contractor") for (*CONTRACT TITLE*)
..... at

AND WHEREAS it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of the Contract by the Contractor;

AND WHEREAS(hereinafter referred to as the Guarantor)
has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,
do hereby guarantee to the Employer under renunciation of the benefits of division and excussion 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 me/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 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 Final Approval Certificate, 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.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 150%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

T2.1: LIST OF RETURNABLE DOCUMENTS

4. My/Our total liability in terms hereof shall be limited to the sum of R
(in words)
(10 % of the tender sum) which amount I/we agree to hold at your disposal.
5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.
6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....
7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

IN WITNESS WHEREOF this guarantee has been executed by us aton this
..... day of20.....

Signature:

Duly authorized to sign on behalf of: (*Guarantor*)
.....

Address
.....

As witnesses:

1.
2.

T2.1: LIST OF RETURABLE DOCUMENTS

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor:
.....
(b) Name of Contractor's contact person:
Telephone number:
.....
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:
Telephone number.....
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number.....
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1): Telephone number:
.....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

THE CONTRACT

PART 2:C1 AGREEMENT AND CONTRACT DATA

CONTENT

C.2

CONTRACT

- C1: AGREEMENTS AND CONTRACT DATA
- C2: PRICING DATA
- C3: SCOPE OF WORK
- C4: SITE INFORMATION
- C5: ANNEXURES

CONTENT

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CONTRACT

CONTENT

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CONTENT

C1: AGREEMENTS AND CONTRACT DATA
C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

CONTRACT No.: UBU-B/01/08/17

CONSTRUCTION OF HIGH MAST PROJECT IN WARD 1, 6, 7 & 11

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:

R (*In words.*),
.....),

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: (*of person authorized to sign the tender*):

Name: (*of signatory in capitals*):

Capacity: (*of Signatory*):

Name of Tenderer: (*organisation*):

Address:
.....

Telephone number: **Fax number:**

Witness:

Signature:

Name: (*in capitals*):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

CONTENT

C.5

B. Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement) (also referred as Part 2)

Part C2: Pricing data (also referred to as Part 3)

Part C3: Scope of work. (also referred as Part 4)

Part C4: Site information (also referred as part 5)

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 bid data and any addenda thereto as listed in the bid schedules as well as any changes to terms of the offer agreed by the bidder 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 deviation from said documents are valid unless contained in this schedule.

The bidder 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. Failure to fulfill 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 bidder received one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) within five working 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:

Name: (*in capitals*)

Capacity:

Name of Employer (*organisation*)

Address:

.....

Witness:

Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of tender.

A Tenderers covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any 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 parties becomes an obligation of the contract shall also be recorded here.

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

1. **Subject:**

Details:

2. **Subject:**

Details:

3. **Subject:**

Details:

4. **Subject:**

Details:

5. **Subject:**

Details:

6. **Subject:**

Details:

By duly authorized representatives signing this schedule of deviations, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from 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 matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipts by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer:

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Tenderer:

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works – 2nd Edition 2010”, issued by the South African Institution of Electrical Engineering. (Short title: “General Conditions of Contract 2010”).

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under “Special Conditions of Contract”.

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2010, and an appropriate heading.

C.9

C1.2.2: CONTRACT DATA (Applicable to this contract)

A. DATA TO BE PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

| REF. CLAUSE No | DATA BY EMPLOYER |
|-------------------|---|
| 1.1.1.13 | The Defects Liability Period is 6 months measured from the date of the Certificate of Completion. |
| 1.1.1.14 | The time for achieving Practical Completion is 6 months measured from the Commencement Date, including special non-working days. |
| 1.1.1.15 | Name of Employer: UBUHLEBEZWE LOCAL MUNICIPALITY Address of Employer: Physical Address 29 Margaret Street Private Bag 2024 Ixopo 3297 Telephone No: (039) 834 7700 Fax No: (039) 834 7700 E-mail sbmkhwanaz@ubuhlebezwe.gov.za |
| 1.1.1.16 | Name of Engineering Consultant: Cebisa Tshezi Engineering solutions Address of Engineering Consultant: 3 Shalom Mews 11 Granton Place, Wembley Pietermaritzburg 3276 Tel. : 063 193 8036 Fax : 086 565 6393 E-mail address cebisatshezi@gmail.com |
| 3.1.3: | The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price. |
| 5.3.1 | The Contractor shall commence executing the Works within 14 days of the Commencement Date. |
| 5.3.2 | The documentation required before commencement with Works execution are: <ul style="list-style-type: none">i) Health and Safety Plan (<i>Clause 4.3</i>)ii) Initial Programme (<i>Clause 5.6</i>)iii) Surety (<i>Clause 6.2</i>) |

iv) Insurance (*Clause 8.6*)

C.10

- v) Letter of good standing for and C.O.I.D.A (Workman's Compensation).
- vi) Proof of Notification for construction works to the Department of Labour

5.3.2 The documentation required before commencement with Works execution is to be submitted within 14 days of the Commencement Date.

5.8.1 The non-working days are Sundays.

The special non-working days are the construction industry yearend break and the following statutory public holidays as declared by National Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.

The construction industry yearend break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.

5.13.1 The penalty for failing to complete the Works is R 1500 per calendar day.

5.16.3 The latent defects period is 6 months

6.2.1 The surety to be provided by the Contractor shall be:
Performance guarantee of 10% of the tender sum up to the issue of the certificate of completion.

6.5.1.2.3 The percentage allowance to cover overhead charges is 15%.

6.8.3 Price adjustment for variations in the cost of special materials is not allowed.

Contract Price Adjustment will not be applicable.

6.10.1.5 The percentage advance on materials not yet built into the permanent works is: 80%.

6.10.3 The percentage retention on the amounts due to the Contractor is 10%.

The limit of retention money is 10% of the amount of the tender offer, excluding contingencies and VAT.

A Retention Money Guarantee is permitted.

8.6.1.1.2 The value of materials supplied by the Employer to be included in the insurance sum is nil.

8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 100 000.00.

Special risk insurance issued by SASRIA is required.

8.6.1.3 The limit of indemnity for liability insurance is R10 000 000.00 (ten million rands only) for any single liability claim. Liability insurance shall include spread of fire risk.

10.4.2, Failing Amicable Settlement and resolution by Adjudication, unresolved Disputes shall be
 10.7.1 referred to Arbitration.

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B: DATA TO BE PROVIDED BY CONTRACTOR

| REF. CLAUSE No | DATA BY CONTRACTOR | | | | | | | | | | | | | | | |
|-------------------------|---|-------------------------|-------------|----------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1.1.1.9 | Name of Contractor: | | | | | | | | | | | | | | | |
| 1.2.1.2 | Address of Contractor: | | | | | | | | | | | | | | | |
| | <u>Physical:</u> <u>Postal:</u> | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | <u>E-mail:</u> | | | | | | | | | | | | | | | |
| | <u>Telephone No:</u> <u>Fax No:</u> | | | | | | | | | | | | | | | |
| 6.8.3 | The variations in cost of special materials will be based on the following: | | | | | | | | | | | | | | | |
| | <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Special Material</u></th> <th style="text-align: left;"><u>Unit</u></th> <th style="text-align: left;"><u>Rate or Price</u></th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | <u>Special Material</u> | <u>Unit</u> | <u>Rate or Price</u> | | | | | | | | | | | | |
| <u>Special Material</u> | <u>Unit</u> | <u>Rate or Price</u> | | | | | | | | | | | | | | |
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C1.2.3: THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case maybe, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered SCC followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2010, and the applicable heading.

An asterisk (*) placed next to an SCC sub clause number denotes the inclusion of an additional/new sub clause for which no equivalent appears in General Conditions of Contract 2010.

2. VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2010), published by the South African Institution of Electrical Engineering, is applicable to this Contract.

1.1 DEFINITIONS

SCC1.1.15The *Employer* means: **Ubuhlebezwe local Local Municipality**

SCC1.1.16The *Engineer* means: **Cebisa Tshezi - Technical**

SCC1.2.1 Add the following new sub-clauses to Sub-Clause 1.2.1:

SCC1.2.1.3* sent by facsimile irrespective of it being during office hours or otherwise;

SCC1.2.1.4* posted to the addressee and delivered by the postal authorities; or

SCC1.2.1.5* delivered by a courier service and signed for by or on behalf of the addressee;

In the second sentence of the last paragraph of sub-clause 1.2.1 and after the word *addresses* insert *and/or facsimile*.

SCC1.2.6 **Targeted Enterprise* means a business which adheres to statutory labour practices, is a legal entity, registered with South African Revenue Service and is a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

a) which is at least two thirds Owned by one or more Previously Disadvantaged Individuals or, in the case of a company, at least two thirds of the shares are Owned by one or more Previously Disadvantaged Individuals; and

b) whose management and daily business operations are in the Control of one or more of the Previously Disadvantaged Individuals who effectively own it: provided, however, that the annual average turnover excluding Value Added Tax (VAT) and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating, or the previous three financial years, does not exceed:

1) R25 million in respect of contractors who generate more than 75% of their turnover as Prime Contractors;

2) R10 million in respect of contractor who generate less than 25% of their turnover as Prime Contractors;

3) R2.5 million, in respect of labour-only sub-contractors;

4) R10 million in respect of Manufacturers;

- 5) R15 million in respect of Suppliers;
- 6) R2.5 million exclusive of any turnover generated in respect of outsourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers; and
- 7) R2.5 million, in respect of other service providers, e.g. transporters, and that the sum of the average annual turnovers over the same period of all the business concerns which are under the Control of Previously Disadvantaged Individuals within the business entity or Affiliated Entities does not exceed one and a half (1.5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in b) above, seeking Targeted Enterprise Status.

2. BASIS OF CONTRACT

SCC 2.1.4 *COMPLIANCE WITH APPLICABLE LAWS

Add the following:

The Contractor shall ensure that he and his Sub-contractors pay wages to their labour forces, including artisans, which are in accordance with those determined by the Department of Labour and which may vary from time to time during the Contract Period.

SCC 2.1.4.1 *The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, and the New Construction Regulations, 2003), hereinafter referred to as "the Act", that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes that the appropriate officials and employees of the Contractor, as well as Subcontractors, will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.;
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor; and
- e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SCC2.1.1 *AVAILABLE DATA AND EXISTING INFORMATION

Add the following:

All known existing underground services in the vicinity of the Works are shown on the drawings and immediately prior to undertaking any work the Contractor shall check the record of underground services in order to ascertain the presence of any new services. The exact position of these services cannot be guaranteed. The Contractor shall exercise due care when working near these services. If any service shown on the drawings is damaged by the Contractor, then the Contractor shall bear the cost of the repair by the responsible authority.

The Contractor shall immediately inform the Engineer if he discovers the existence of any underground service which is not shown on the drawings. If such service is undamaged when discovered, it shall from then on be deemed to be known service and, if subsequently damaged by the Contractor, its repairs shall be a charge on the Contractor. If such unknown service is damaged when discovered, the cost of repair shall be met by the Contractor unless he establishes to the satisfaction of the Engineer that such damage could not by the exercise of reasonable diligence have been avoided; such service shall thereafter be deemed to be known service and the provisions of the preceding paragraph shall apply.

2.6* GUARANTEE

SCC2.6.1 GUARANTEE

The Contractor shall deliver to the Engineer within such time as may be stated in the Contract Data a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to the amount stated in the Contract Data, for the due performance of the contract. The said Company or Bank shall be subject to approval by the Employer.

The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this clause.

Expenditure incurred in obtaining such guarantee and the Form of Guarantee to be entered into shall be borne by the Contractor unless the Contract otherwise provides. The Form of Guarantee shall be returned to the Guarantor within 14 days after the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works.

The Contractor shall then be responsible for returning the Guarantee to the Guarantor.

Should the employer be made unable to return the Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that he has no further claim against the Guarantor and the Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor.

In the event that the Contractor fails to submit an acceptable guarantee in terms of this sub-clause within the time stated in the Contract Data and acceptable insurance policies and proof of payment of premiums and continuity of the policies within the time stated in Sub-Clause 35.1 hereof, the Engineer shall, with the Employers approval, be entitled to delay the commencement of the Works (and hence the Commencement Date) by the number of days the Contractor is late in submitting the required documentation. The construction period shall ipso facto be reduced by the number of days the contractor was late in submitting the required documentation.

4.2 ENGINEER'S INSTRUCTIONS

SCC4.2.2 After the word "instructions", insert "(excluding the SABS 1200 Standardised Specifications)"

SCC4.7 FOSSILS, etc

Add the words "or traditional importance (such as burial sites)" between the words "interest" and "discovered" in the second line.

4.11 COMPETENT EMPLOYEES

SCC4.11.3* LOCAL LABOUR

Where it is a requirement that the Contractor employ local labour and local subcontractors on site, the Contractor shall, taking cognisance of the requirements of this Clause, appoint local labour subcontractors as required for the execution of the works and shall train and supervise them as may be necessary to execute and complete the tasks or functions for which they were employed. The preferred categories and ratios are as follows:

- $\frac{1}{3}$ (one third) of labour be women (above youth age category of 35 years);
- $\frac{1}{3}$ (one third) of labour be youth (men and women, 18 to 35 year age); and
- $\frac{1}{3}$ (one third) of labour be men (above youth age category of 35 years).

8.3 CARE OF THE WORKS

SCC8.3.1 EXCEPTED RISKS

Append Sub-clause 8.3.1.9 with except where the Contract specifically so provides,

8.6 INSURANCES

SCC8.6.1 INSURANCES TO BE EFFECTED

Amend Sub-Clause 8.6.1 to read:

"The minimum amount of insurance required in terms of this Clause, as stated in the Contract Data, shall be, per event, the number of events being unlimited:"

Amend Sub-Clause 8.6.1.1 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Sub-Clause 49.1 hereof:"

SCC8.6.6 CONTRACTOR TO PRODUCE PROOF OF PAYMENT

Add to Sub-Clause 8.6.6.1

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Contract Data."

SCC8.6.7* LEGAL PROVISIONS

Within such time as is stated in the Contract Data for the production of insurance policies in terms of the Sub-Clause 8.8.7, the Contractor shall deliver to the Employer a letter, either

SCC8.6.7* from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potentially liability under the Workmen's Compensation Act 1977 (Act No 23 of 1985) in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or

SCC8.6.7* from the Workmen's Compensation Commissioner certifying that the Contractor is currently in good standing with the Accident Fund.

SCC8.6.8* CLAIMS AGAINST INSURANCE

The Contractor shall immediately lodge any claim due under policies and press for early settlement. The Contractor shall proceed with the making good of the damage and shall instruct the Insurers to pay all monies in settlement of the claim to the Employer. The Employer shall pay these monies to the Contractor in the monthly certificate in proportion to the progress of the repairs. These payments shall be the only payment to the Contractor for the costs of making good the full amount of the damage to the Works.

10.1.6* EXTENSION OF TIME FOR COMPLETION

SCC10.1.6.1* TIME FOR COMPLETION

Where the industry regulated Christmas shutdown period of 3 weeks fall within the times for completion as calculated from the Commencement Date, the 3 week shutdown period shall be excluded from the calculation of the time for completion. No payments of any nature, including General Item's payments, shall be made for the aforementioned 3 week shutdown period.

The time for completion of the Works shall be reduced by the amount of delay, if any, occasioned by the failure of the Contractor to submit an acceptable guarantee, insurance policies and proof of payment of premiums and continuity within the stipulated time.

SCC10.1.6.2* EXTENSION OF TIME FOR COMPLETION

In general, extension of time for the completion of the Works will, in terms of the General Conditions of Contract, be granted only for additional work and circumstances which could not have been reasonably foreseen.

No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions that effect on progress of the Works. The method whereby an extension of time due to abnormal rainfall will be determined is as follows:

- (1) Abnormal rainfall for each calendar month shall be the total working days in the month under consideration during which the Contractor is unable to proceed with his operations as specified under (2) below, less the number of days (from the table) representing normal rainfall for the month under consideration. (When drawing up his programme, the Contractor shall make provision for the expected delays shown in the table).
- (2) The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Cluster Manager agrees that no work was done or was capable of being done on any item shown on the critical path of the current construction programme. Items which are not shown on the critical path and have been affected by rainfall will not be considered for extension of time.

The Contractor is to erect a rain gauge on site. The rain gauge is to be monitored on a daily basis and daily readings recorded in the site diary.

6.8 ADJUSTMENTS IN PRICES

SCC6.8.1 RATES AND PRICES

Amend Sub-Clause 6.8.1 to read:

"The rates and prices stated in the Pricing Data are not subject to Contract Price Adjustment, but shall be final and binding throughout the period of the Contract."

6.10 PAYMENTS

SCC6.10.1.5 In Sub-Clause 6.10.1.5, line 4, amend "documentary evidence" to read "a signed statement."

7.8 DEFECTS

SCC7.8.1 In Sub-Clause 7.8.1, paragraph 2, line 2, after the words "Defects Liability Period," insert "or within the period specified by the Engineer," and in line 3 replace "thereafter" with "after the Defects Liability Period."

SCC12* COPYRIGHT

Special Conditions of Contract, Specifications (other than Standardised Specification), Bill of Quantities and Drawings are the copyright of the Engineer.

SCC13* APPLICATION OF VAT

The percentage rate of VAT will be applied to the value of certificate issued in terms of Sub-Clause 49.1 of the General Conditions of Contract, after value of these certificates has been adjusted in terms of Clause 46.2 of the General Conditions of Contract and after retention has been deducted. VAT will be applied to the retention amount when it is paid.

C1.3: FORM OF GUARANTEE

FORM OF GUARANTEE

PRO FORMA

Employer: *(name and address)* _____

CONTRACT NO.: UBU-B/01/08/17

CONSTRUCTION OF HIGH MAST PROJECTS IN WARD 1, 6, 7 & 11

WHEREAS _____

(Hereinafter referred to as "the Employer") entered into a Contract with

_____ (Hereinafter called "the Contractor") on the _____ day of _____ 20____

CONTRACT NO.: UBU-B/01/08/17

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

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excursion 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 authorized 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 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. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. 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.
5. Our total liability hereunder shall not exceed the sum of

_____ (in words)

R _____ (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____
Name in Block Letters

2. _____ Signature _____
Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) _____

Address _____

C1.4: AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of 20..... between the Employer
(*name of company / organisation*).....
of (*address*).....
.....and the Contractor
(*name of company / organisation*)
of (*address*).....
.....(hereinafter called **the Parties**)

and

(*name*).....
of (*address*)
.....(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

..... for (*contract title*)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* *Delete as necessary*)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the

5. Request of either Party.

SIGNED by:

.....
(Signature): (Signature): (Signature):

Name: **Name:** **Name:**
who warrants that he/ she is who warrants that he/ she is the **Adjudicator** in the
duly authorized to sign for and duly authorized to sign for presence of
on behalf of the **First Party** in and on behalf of the **Second**
the presence of **Party** in the presence of

.....
Witness: (Signature) **Witness: (Signature)** **Witness: (Signature)**
Name: **Name:** **Name:**

Address: Address: Address:
.....
.....

Date: Date: Date:

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

THIS AGREEMENT is made between

(hereinafter called the EMPLOYER) of the one part, herein represented
by:.....

in his capacity as:

AND:

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

in his capacity as:

duly authorized to sign on behalf of the Contractor.....

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

CONTRACT No.: UBU-B/01/08/17 CONSTRUCTION OF HIGH MAST PROJECT IN WARD 1, 6, 7 & 11

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

NOW THEREFORE the parties agree as follows:

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

C.23

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C.24

C1.2.7 RETENTION MONEY GUARANTEE PRO FORMA

RETENTION MONEY GUARANTEE

UBUHLEBEZWE LOCAL MUNICIPALITY

CONTRACT NO.: UBU-B/01/08/17 CONSTRUCTION OF HIGH MAST PROJECT IN WARD 1, 6, 7 & 11

ISSUED TO: the UBUHLEBEZWE LOCAL MUNICIPALITY

represented by **TECHNICAL: MANAGER** (Hereinafter referred to as "the Employer")

ON BEHALF OF: (Hereinafter referred to as "the Contractor")

In connection with

CONTRACT NO.: UBU-B/01/08/17 (Hereinafter referred to as "the Contract")

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

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

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

.....

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

2. The Engineer's certificate referred to in Clause 1 shall certify
 - (a) that he is the Engineer in office as such in terms of the Contract,
 - (b) that the Contractor is in breach of his obligations under the Contract, and
 - (c) that the amount demanded, which amount the certificate shall specify,
 - (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
 - (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at Main road, New Hanover, 3230 or at such other address as the Employer shall in writing notify us.
4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...

2. Name in Block Letters

PART3 C2: PRICING DATA

C2.1 Pricing Instructions

- 1) All queries will only be answered in writing, through the Employers representative responsible for issuing the enquiry
- 2) The bill of quantities forms part of and must be read in conjunction with the specification which contains the full description of the work to be done and material and equipment to be used. Unless otherwise description in the bill of quantities, reference should be made to the specification for the full meaning of the description of work to be done and materials and equipment to be used in this service
- 3) The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advice to check their item extensions and totals additions, so no claim for arithmetical errors will be considered.
- 4) No alterations, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made it will not be recognized but the original wording of the bill of quantities will be adhered to.
- 5) The bill of quantities of the successful Tenderer will be checked and the *Employer* reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.
- 6) The responsibility for accuracy of the quantities written into the bills remains with the person who prepared the bill. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage. The tender sum submitted shall be in respect of the quantities set out in the bills and the Tenderer will be required to make his assessment of items such as brackets, fixing, etc., from details stated in the bills and shall include in the item prices for such small installation materials as required for the complete installation in accordance with the specification. Conductor price shall include for the wastage and sagging.
- 7) All price entered in the bill of quantities shall include for the supply (inclusive of any taxes, duties and fees which may be applicable), installation, testing, and commissioning, guarantees (with free maintenance during the guarantee period) and profit, but EXCLUDING VAT
- 8) The successful Tenderer and the *Employer* or his representative may agree that the total of any bill, including any variations by way of additions thereto or deductions there from, represents a fair accurate quantification of the items set out in the bills and the parties may agree to final payment on that basis. In the event of any dispute as to the quantities, the disputed item or items shall be adjusted where necessary.
- 9) The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting in position, all installation materials and sundries, cutting and waste, sagging, patterns, models and templates, plant, temporary works, return of packing's, establishment charges, profit and all other obligations arising out of the condition of contract.
- 10) All provisional sums shall be expended as directed by the *Employer* and any balance remaining shall be deducted from the amount of the contract sum.
- 11) All items described as 'Rate only' shall be measured as executed and paid for according to the price. No work for which "Rate only" items are provided shall be commenced without written instructions from the *Employer*.
- 12) Unless a separate rate for the supply and for the installation of any item is specifically called for the supply and installation cost of any item shall be fully included in the price.

- 13) It is a requirement of the contract that the work shall be carried out in the manner, which is most economical on materials. Unless otherwise indicated by the *Employer*, the tendering *Contractor* is required to use the shortest practical route for all conductors subject to restrictions of the specification and good electrical practice.
- 14) The quantities in the bill of quantities are not to be used for ordering materials
- 15) All measurements are Net and Tenderers must allow for wastage in the item rate submitted.

C2.2 Price List

| Item No. | Description | CONSTRUCTION OF HIGH MAST PROJECT IN WARD 1, 6, 7 & 11 Bill Summary | Total Price Summary |
|----------|--|---|---------------------|
| 1. | PRELIMINARY AND GENERAL | | |
| 2. | Excavations and Foundations | | |
| 3. | Electrical Works and Commissioning | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8 | | | |
| | TOTAL OFFER INCLUSIVE OF BLASTING (excluding VAT) | | |
| | ADD 10% OF CONTIGENCY | | |
| | VAT 15% | | |
| | TOTAL OFFER | | |
| | (Carried to Contractor's Offer) | | |
| | | | |
| | | | |

Contractor:

.....
 PRINT NAME

.....
 SIGNATURE

.....
 DATE

INDEX

Bill of Quantities (See the attached)

1. UBU-B/01/08/17 CONSTRUCTION OF HIGH MAST PROJECT IN WARD 1, 6, 7 & 11 BoQ

| | |
|---|--------|
| Bill No. 1 – Preliminary and General | 1 of 4 |
| Bill No. 2 – Excavations and Foundations | 2 of 4 |
| Bill No. 3 – Electrical Works and Commissioning | 3 of 4 |
| Summary of bills | 4 of 4 |

PART 4.C3: SCOPE OF WORK

C3.1: Scope of work

1. SCOPE OF WORKS

1.1 GENERAL DESCRIPTION OF THE WORKS

This specification covers the supply, delivery, installation, testing and commissioning of the complete **Installation of 4 x 40m HIGH MAST IN WARD 1, 6, 7 & 11** to the entire satisfaction of the Employer and Consulting Engineer as described herein and as indicated on the drawings that form part of this specification.

The detailed scope of works shall include the following: -

- Excavation and casting of foundation for 4 x 40m high mast in soft pickable soil with minimum bearing pressure of 150 Kpa complete with excavation, re-inforcing, bolt cage, 25mPA concrete. 110mm cable entry sleeves and earthing.
- Assembling and Rigging of 4 x 40m Galvanised High Mast Steel Poles
- Install 8 x 600W LED light fittings on an 8-way galvanised bracket on each High Mast Light.
- Stringing of 35mm LV ABC Line for 800m.
- Laying of 16mm x 4 core PVC underground cables - 400m
- Supply and install and connect testing and manufacturing of surface mounted glass fibre or steel distribution boards.
- Supply and install glass fibre or steel splitter box (IP65).
- Luminaires service test lead to test operation of luminaires in lowered position (3m) Aiming of floodlights by specialists after the completion of the installation

- 1.1.1 All civil work required to complete the project including cable trenching, excavations and project board erection.
- 1.1.2 The supply and installation of high mast lights steel poles for mounting the luminaires and complete with fittings as specified.
- 1.1.3 The supply, installation and connection of SWA PVC cable.
- 1.1.4 The supply, installation and connecting of the main control box for each high mast light circuit as shown on the drawings.
- 1.1.5 The supply and installation of 600W LED Floodlights as specified and indicated on the drawings.
- 1.1.6 Earthing of the installations to ensure safe installations in full compliance with the Electricity Supply Regulations.
- 1.1.7 The liaison with the supply authority for the co-ordination of outages in order to safely carry out the works.
- 1.1.8 The testing and commissioning of the entire high masts installations in accordance with standard procedures to the satisfaction of the client.
- 1.1.9 The preparation of all necessary test certificates.
- 1.1.10 The guarantee of all materials and workmanship and maintenance of the installations for a period of 6 months after completion of the works during the contract Defects Liability Period and including for all other implicit obligations in accordance with the requirements of the contract as detailed in the Conditions of Contract.
- 1.1.11 On completion of the installation, the Service Provider shall provide one set of marked up "As-Built" drawings for the entire installation indicating in detail all cable routes, all equipment types, ratings, connections etc. and locations and system single line diagrams in accordance with the General Specifications.

1.2 ENGINEER'S DRAWINGS

These drawings show the general layout of equipment, complete with schematic arrangements, which together with the specification give sufficient information to enable the Service Provider to estimate the cost and to determine how the system must be installed, tested, inspected and operated.

The following drawings (and subsequent revisions) are the engineer's drawings that form part of and are to be read in conjunction with the specifications, bills of quantities, Bid and contract documentation: -

1.3. AS-INSTALLED DRAWINGS

1.3.1. General

A complete set of up-to-date drawings and specifications shall be kept by the Service Provider on site from the time the contract commences until it is completed.

1.3.2. Departures from Drawings

It is the responsibility of the Service Provider to keep a record of any departures from the contract drawings and to enter these onto copies of the contract drawings. These "As-Installed" drawings shall be submitted to the Engineer on completion of the installation in accordance with the Preliminaries and General Conditions and General Specifications.

1.4 EXISTING SERVICES

1.4.1 Other Existing Services

The Service Provider shall take due and diligent care to protect and not to damage any existing service during the execution of the works.

Any damage caused to any existing service shall be immediately reported by the Service Provider to the relevant authority in charge of the particular service damaged and all reasonable instructions issued by the concerned authority for the repair of the damage shall be followed by the Service Provider.

1.5 SURVEY

The line routes as shown on the drawings shall be surveyed by a surveyor appointed by the municipality, and the pole, stay and strut positions pegged. The GPS coordinates of each pole shall be recorded and submitted with the "As-Built" drawings.

2. **STREETLIGHTING INSTALLATIONS**

2.1. **GENERAL**

This section contains the detailed design requirements for the street lighting installations, which must be applied by the Service Provider. The Service Provider is to base his rates on the drawings as read in conjunction with the General and Detailed Specifications.

2.2 **HIGH MAST LIGHTING**

2.2.1 **General**

This section covers the supply, installation, connecting, adjusting (as directed by the Engineer), placing into service and maintenance of all high mast luminaires as shown on drawings and detailed in the specifications and schedules of quantities.

High mast lamp will be 600W LED Floodlights. These will be supported on **40m Railway Mast with a 8-way bracket** galvanised c/w Spike. Excavation and Casting for 25Mpa mast is required for each high mast. Assembling and erecting to be done using a crane. All high mast lights will be supplied by means of a 16mm² 4 core CU / PVC / SWA / underground PVC Cable.

2.2.2 **General High Mast Light Luminaire Specification**

All High Mast Light luminaires shall be of the 600W LED Floodlight type.

2.2.3 **Schedule of High Mast Light Lamps**

The High Mast Light luminaires shall be supplied and installed complete with all lamps and control gear as specified and shown on drawings as follows: -

| Type Ref. | Description | Reference |
|-----------|---|-----------|
| A | 600W LED Floodlight, High Mast Light Luminaire suitable for 40m Railway Mast with a 8-way bracket galvanised c/w Spike . Complete with all electrical materials inside. Each mast to have its own photocell. | 600W LED |

The masts shall be of lightweight construction and a base plate shall be welded to the bottom end of the lowest section suitably drilled for foundation bolts.

All welding shall comply with SANS 10225 1991-1 specifications. Welding Procedure Specification and shall only be carried out by coded welders, tested according to the AWS specification. Proof of the relevant Welding Procedure Specification and Welding Qualification documents must be submitted on request. Inspection and acceptance certificates shall be furnished on request.

The steel used in the manufacture of the mast shall have ***an ultimate tensile strength of between 460 and 680 MPa and identical to SABS 1431 grade 355WA steel.***

Proof must be supplied that the manufacturer is ISO 9001:2008 accredited.

2.2.3.2 **Dimensions**

The masts offered shall give an overall floodlight mounting height of 40 m.
The cross-section and wall thickness of the mast is determined on the basis of the working loads.

2.2.3.3 **Working Loads**

The masts shall be designed in accordance with the SANS 10225 1991-1 Code of Practice for the design and construction of lighting masts. The following site factors shall be considered:

| | | |
|---------------------|---|--------|
| Design wind speed | = | 40m/s |
| Category of terrain | = | 2.5 |
| Altitude of site | = | 1000 m |

The mast shall carry at its top **8 X 600W** LED Floodlights evenly around its circumference. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted.

2.2.3.4. **UV Protected fibre glass canopy**

Each mast shall have an UV protected fibre glass canopy that will cover all electrical material on top of the mast against UV light. This will be of the round design to match with the mast and reducing the wind load that is applied to the mast.

2.2.3.5. **Raising and Lowering Device**

Each mast shall be equipped with a **three-point hoisting mechanism**, consisting of three 6mm diameter stainless steel wire ropes, running over three pairs of Aluminium pulleys on the head frame of the mast running on shafts manufactured from Stainless steel and the bearing/ housing ate manufactured from UV protected UHDPE. All split pins, bolts, nuts and washers shall be of stainless steel. Pulley shafts shall be positively prevented from rotating in their housings.

The luminaire carriage shall be drawn against three inverted cones to ensure level positioning of the fittings in the operating position. The hoisting ropes, which will remain under tension at all times, shall terminate inside the mast on a clevis plate, to which the rope of the hoisting unit can be connected or to which, when in the raised position, the locking device can be attached. The locking device shall be secured to a structurally sound member of the mast base. The other ends of the hoisting ropes shall be firmly secured to the luminaire carriage. Rope ends shall not be secured by Crosby clamps and only "Talurit" type ferrules of compatible material shall be used. In addition, a safety chain shall be provided between the clevis plate and a structurally sound member of the mast base.

All fasteners connected with the raising and lowering device shall be secured by Nylok type nuts or stainless steel split pins.

2.2.3.6. **Hoisting Unit**

Provision shall be made at the base of the mast to accommodate a removable type, approved oil bath single drum winch of the Oleomec type.

The winch shall be of lightweight construction and mounted on a suitable frame for easy transfer from one mast to another, thus not requiring a winch in each mast. It should also,

be easily coupled, uncoupled and removable through the door opening provided at the base of the mast.

This shall be a **single drum worm gear type**, self-sustaining at all loads and operating speeds, without the use of brakes and clutches. It shall have a gear ration of at least 50:1 and be suitable for both hand and power operation. The winch shall run in a fully enclosed oil bath.

The winch shall be fitted with a safety device to ensure that the drum is locked positively when the cranking handle or power tool is removed from the drive shaft. The safety device shall be applied automatically.

A test certificate, stating the safe working load of the winch and issued by a recognised testing authority, shall be supplied with each winch. Winches shall be fitted with a label and rating plate of a permanent nature in an easily visible position.

2.2.3.7. **Maintenance Kit**

Portable Hand/Electrical winch c/w cable

2.2.3.8. **Access Opening**

An access door adequately protected against the weather shall be provided in the mast, with the bottom lintel 600mm above the base plate. The door shall be adequately protected against vandalism and secured by three screws requiring a special opening tool.

A doorframe shall reinforce the opening in the mast.

The mounting strips welded opposite the door opening shall be drilled for the mounting of a control board. Earth terminals, as well as a support bar for the incoming supply cables, shall be provided below the door opening.

2.2.3.9. **Corrosion Protection**

All parts of the mast and raising and lowering device, not specified as manufactured from stainless steel, shall be hot dip galvanised in compliance with the requirements of SANS 121 (ISO 1461) 2000-1 and test certificates shall be provided if required.

No welding, drilling, punching, bending or removal of burrs shall be carried out after galvanising.

2.2.3.10 **Electrical Connection to the Luminaires**

A flexible, heavy-duty 5-core trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, shall be provided. Sheaves shall be of Aluminium, running on UHDPE shafts. The shafts shall be positively secured from rotating in their housings. The Aluminium sheaves shall be adequately sized to prevent deformation of the cable.

The trailing cable shall be firmly connected to the luminaire carriage at its one end and to the clevis plate at the other end. Suitable connectors of the CEE type with an IP44 rating shall be provided.

A fully enclosed IP30 distribution board shall be provided for mounting inside each mast, containing:

1 – 3 pole isolator (main switch)

- 3 – Single pole MCB's (lights)
- 1 – Adequately rated contactor
- 1 – Single pole MCB acting as by-pass switch
- 1 – Single pole MCB protecting the contactor
- 1 – Rated photocell

The photocell of the National type shall be mounted 4m above ground level on the outside of the mast under a vandal proof cover by means of a special locking device.

A Splitter box with IP65 rating shall be mounted on top of mast, fitted with a test socket of the CEE type with at least IP44 rating at the bottom of the box.

All circuit breakers and isolators shall have a rupturing capacity of 5 kA and shall bear the mark of the S.A.B.S. and shall be accessible through cut outs in the cover without having to remove the cover.

All equipment shall be clearly marked with engraved labels. No stick-on embossed tape shall be used.

The distribution board shall be fully wired and ready for connection to the incoming supply cables.

2.2.3.11

FOUNDATIONS

Each mast shall be supplied with foundation bolts and templates. The bolts shall be hot dip galvanised over their entire length in compliance with SANS 121 (ISO 1461) 2000-1. Two galvanised nuts, two washers and one spring washer shall be supplied for each bolt. The number of foundation bolts shall be determined according to the design of 1.3 above. Calculations shall be submitted upon request.

A foundation plan, adequately designed for the conditions as per 1.3 of this specification, and based on a soil bearing capacity of 150kPa, giving details of the reinforcing required shall be submitted. Soil pressure and overturning safety factor shall be stated.

All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover. The 28 days cube strength of the concrete shall be 25 MPa.

All foundations shall have a circular flat base from which a square plinth shall rise to above the surrounding ground level.

One or two PVC, Class B cable sleeves shall be provided from the centre of the top of the foundation plinth, through the concrete to a point below ground level on the side of the plinth.

After casting of the foundation, the slab shall be covered by earth, properly compacted. The area around the plinth shall be brought to the original level and shall be left neat and tidy.

2.2.3.12

EARTHING OF MAST

Earthing standard system consisting of 2 x 1.2m earth spikes installed under foundation and connected to foundation bolts via 70mm² copper conductors with brass clamps.

Hard Rock Excavation:

Hard rock excavations shall include all solid rock in places which cannot be removed until loosened by **blasting**. No material, except boulders of 0.03 m³ or larger or detached pieces of solid rock which is not loosened by blasting before removal will be classified as hard rock

excavation unless blasting is prohibited and barring wedging or similar methods have been approved.

The approval of the Engineer shall in each case be obtained prior to the use of explosives. Blasting, where necessary, shall be carried out in accordance with all applicable laws and regulations.

Intermediate Materials:

Intermediate material excavation shall include material such as cemented gravels (but excluding clay), which can only be broken with difficulty and hand-picked and which, for this reason, in the opinion of the Engineer, requires power operated tools such as paving breakers for its efficient removal.

Soft Material Excavations:

Soft material excavation shall include all material other than hard rock and intermediate material excavations and includes, but is not restricted to, earth, clay, and soft decomposed rock or gravel. The fact that power tools are used to loosen such material before handling by machines or hand labour shall not be deemed to render it liable to classification as hard rock or intermediate material excavation.

2.3.1 Pole Numbering

All poles are to be numbered for ease of maintenance logging. The numbering system shall be agreed with the Engineer beforehand.

The pole numbers shall be in characters of minimum 100mm height, black on yellow and shall be affixed on an aluminum plate. A single sample of a numbered pole shall be submitted to the Engineer for approval prior to numbering all the remaining poles.

Pole numbers shall be affixed to the poles on the road facing side at each pole in such a way that the number is clearly visible to an observer stationed on the road carriageway whilst facing the pole.

3. LOW VOLTAGE CONDUCTORS

3.1 GENERAL

The electrical conductors supplied for the low voltage reticulation shall be **16mm² 4 core CU / PVC / SWA / underground PVC Cable**.

All cable joints and terminations are to be carried out by a competent electrician. Before any cable is jointed, the insulation resistance of each core to the remaining cores and armour shall be measured. If it is less than 50 Mega ohms, the cable shall be set aside and the matter reported to the Engineer.

3.1.1 MANUFACTURER

All cables supplied under this contract shall be supplied from one manufacturer.

4. MAIN CONTROL BOX

Cables from the pole mounted substation to the pole mounted control cubical will be buried directly in the ground at a minimum depth of 600 mm. Where these cables are fixed to poles they will be enclosed in a galvanised bosal protection sleeve to a height of 3.5 meters above ground. Cables and Protection Sleeves will be fixed to the pole by means of heavy duty stainless strapping.

Eskom will provide a metered 3 phase connection at each of the required pole mounted substations. This will include a pole mounted meter box supplied and installed by Eskom.

All necessary connection fees and deposits required by Eskom will be billed on the BOQ and be paid by the municipality so as to determine the exact value of the project.

5. UNDERGROUND DUCTS

5.1 GENERAL

- 5.1.1 This specification covers the supply and installation of ducts for the protection of electrical underground cables.
- 5.1.2 The Service Provider shall carefully examine all plans and drawings and if any inaccuracy, discrepancy or inconsistency is detected, he shall immediately bring it to the notice of the Engineer and obtain a decision on the matter.
- 5.1.3 UPVC ducts and fittings shall comply with SABS 791.
- 5.1.4 The Service Provider shall be solely responsible for contacting the authorities concerned whenever any work on or in the vicinity of services is required to be done.
- 5.1.5 The Main Service Provider shall be responsible for the laying of ducts for underground services in accordance with the applicable technical specification.
- 5.1.6 Measurement for payment of excavation and back-filling of trenches shall be in linear meters as detailed in the Schedule of Quantities and specified in the relevant Civil Engineering Works associated with the installation of underground services.
- 5.1.7 For purposes of payment, the quantity of material refilled shall be taken as being equal to the amount excavated and no allowance shall be made for increased bulk due to excavation.
- 5.1.8 Excavation, back-filling of trenches and reinstatement shall be carried out in conjunction with the Civil Engineering Works associated with the installation of underground services.
- 5.1.9 The width of trenches shall be no greater than necessary for satisfactory execution of the work. The onus shall be on the Service Provider to satisfy the Engineer of the necessity where a trench, wider than that called for in the schedule of quantities associated with the order, is excavated. Any reinstatement costs arising from the excavation of an unnecessarily wide trench shall be borne by the Service Provider. Trench widths shall be as specified in the Bill of Quantities.

5.2 DUCTS AT ROAD CROSSINGS.

5.2.1 All ducts shall :-

- have a minimum depth when laid to provide a cover of not less than 800mm between the top of the pipe and the surface of the road.
- be contained at least 500mm behind the kerb face.
- be marked on kerb faces with the code required by the authority concerned. In addition, duct markers shall be installed in the soil.

5.3 OBSTRUCTIONS

- 5.3.1 Underground plant such as gas, telephone cables and ducts, water and/or sewage mains, electricity supply cables and stormwater drains which obstruct the construction of the pipe/duct lines shall be brought to the notice of the Engineer. Where there is no other alternative, these must be moved at the Client's expense in consultation with the owning authority.

- 5.3.2 Where removal of services is necessary but cannot be undertaken by the owning authority the work shall be undertaken by the Service Provider or as the Engineer may decide.
- 5.3.3 Any services which are exposed in the trenches prepared for the duct installation shall be protected against damage and where necessary shall be supported to avoid subsidence.
- 5.3.4 Trigonometrical and other survey beacons or pegs may not be removed or altered. Where this becomes necessary the Engineer must be advised in order that suitable action may be taken.
- 5.3.5 Tree roots that have been exposed in trenching shall be protected by the Service Provider responsible for trenching. They shall not be cut unless this is unavoidable. The Service Provider shall draw such matters to the attention of the Engineer.
- 5.3.6 Any constructional difficulties encountered shall be brought to the attention of the Engineer.

5.4 BACK-FILLING

- 5.4.1 Back-filling shall be consolidated in layers of not more than 200mm at a time. Filling around and over the pipes/ducts/cables to a depth of + 50mm shall be carefully carried out with fine materials, and the Service Provider shall ensure that the pipes/ducts/cables are not damaged in any way by such back-filling and consolidation.
- 5.4.2 Where, in the opinion of the Engineer, there is no material excavated suitable for use, even after screening, as bedding and the first layer of backfill, the Service Provider shall obtain suitable material and deliver it to the trench side. The onus shall be on the Service Provider to prove to the satisfaction of the Engineer the actual quantities required.
- 5.4.3 All services mentioned in the preceding clauses shall be covered by backfill to an average depth of 300mm. The Service Provider shall ensure that after back-filling, all trenches have been trimmed before cable laying.
- 5.4.4 All surplus spoil from any excavation that cannot, in the opinion of the Engineer, be spread evenly over the surface, shall be removed by the Service Provider at no extra cost to the Client.

5.5 REINSTATEMENT

- 5.5.1 Where work requires the installation of ducts/cables under tarred or made-up sections of roads, streets or side-walks, reinstatement of the surface shall be carried out as directed by the authorities concerned. Full reinstatement costs shall be borne by the Service Provider. The Service Provider shall execute and maintain interim restoration.
- 5.5.2 Where ducts or cables are laid in the slopes of road cuttings or in the fill of embankments, the surface and slope shall be restored to the satisfaction of the responsible Roads Engineer.

5.6 DEGREE OF COMPACTION

- 5.6.1 All layers shall be compacted by plant approved by the Engineer and the Service Provider shall satisfy the Engineer that all the specified requirements regarding compaction can be achieved.

5.7 DRAWINGS

- 5.7.1 The Service Provider shall provide the Client with a set of drawings showing the position of all ducts installed.

6. TESTING

6.1 INSPECTION OF EQUIPMENT

6.1.1 During Manufacture

The Engineer or his appointed representative shall be permitted to carry out, during normal working hours, periodic inspections of equipment covered by this specification at any stage of manufacture.

6.1.2 Immediately Before Despatch

The Engineer or his appointed representative shall be permitted to witness the final factory tests for the equipment covered by this specification before despatch.

These tests shall be according to the requirements as specified for individual equipment supplied under this contract.

6.2 TESTING AND ENERGISING

6.2.1 General

Prior to being energised, all installations shall be tested as detailed hereafter and any defects which are attributable to the Service Provider shall be made good by the Service Provider.

No equipment other than 230/400 volt lighting supplies shall be energised without the permission of the Engineer.

The Service Provider shall be responsible, nevertheless, for the safety of both plant and personnel for the initial energisation of all plant until it has been accepted by the Engineer.

6.2.2 Test Equipment

The Service Provider shall provide all tools and equipment including installation testers, earth testers and ohmmeters, etc., as required to carry out the tests described below.

6.3 TESTS OF EQUIPMENT NOT EXCEEDING 1000 VOLTS

6.3.1 Tests

The following items, where relevant, shall be tested in the sequence indicated.

- Continuity of ring final circuit conductors
- **Continuity of protective conductors, including main and supplementary equipotential bonding**
- **Earth electrode resistance**
- **Insulation resistance**
- **Insulation of site-built assemblies**
- **Protection by electrical separation**
- **Protection by barriers or enclosures provided during erection.**
- **Insulation of non-conducting floors and walls.**
- **Earth fault loop impedance.**
- **Operation of residual current devices.**

In the event of any test indicating failure to comply, that test and those preceding, the results of which may have been influenced by the fault indicated, shall be repeated after the fault has been rectified.

6.3.2 Test Certificates

All test results shall be recorded on test certificates which shall be submitted promptly (within seven days after the test dates) to the Engineer.

6.4 COMMISSIONING

The Service Provider shall advise the Engineer, in writing, at least seven days in advance of his readiness to commence commissioning to enable the Engineer to make the necessary arrangements for their representative and their client's representative to attend, if they so desire.

After satisfactory completion of all installation, work and testing, the procedure for commissioning the installation shall be shall commence operation as soon as possible.

The Service Provider shall have sufficient staff available to remedy any defects which occur during commissioning process.

6.5 LOCAL LABOUR

The Service Provider will be required as far as possible to utilize local labour as required by E1.4.1 to E1.4.4.

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

Cebisa Tshezi Engineering Solutions

3 Shalom Mews,
11 Granton Place, Wembley,
Pietermaritzburg,
3276

ATTENTION: **Mr Mzimkhulu Mafanya**

Tel. : 063 193 8036

Fax : 031 208 3688

E-mail address: cebisatshezi@gmail.com

- (b) *Original* invoices to be sent to:

Cebisa Tshezi Engineering Solutions

3 Shalom Mews,
11 Granton Place, Wembley,
Pietermaritzburg,
3276

- (c) Reporting Requirements:

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)
- Performances to date
- Problems experienced
- Priorities for the next week
- Corrective actions necessary and needed
- Overall performance of Contractor
- Etc.

Has to be sent to the above-mentioned ***Employer's Agent, no later than 12h00, every Thursday.***

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

Physical progress on all aspects of the project every Thursday before 12h00.

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

(d) Payments:

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

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C3.7 Temporary Works

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

C3.8 SMME / BWO Status

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

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

C3.9 Procurement

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

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

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

C3.9.2 Community Involvement

Generally

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

Contractor must follow the established *Municipality* methods and channels

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

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

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

Implementation of UBUHLEBEZWE Local Municipality policy

The following aspects of UBUHLEBEZWE Local Municipality's intentions regarding community oriented projects

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

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C3.9.3 Expanded Public Works Programme

Description of the works

The project includes the following aspects:

- The erection of the installation, as per the approved design
- The testing and commissioning of the entire installation
- The provision of acceptable marked up signed, stamped and dated "as-built" drawings, sag and tension charts, compliance and hand over procedure.
- The completion of all the necessary administration work in providing the works. (SACS, Planning, Survey, Project Engineering)
- Installation certificate to be completed by a competent resource and to be submitted within 7 days after energization.

The portion of works comprised in this contract is for the Construction of High Mast Project in Ward 1, 6, 7 & 11 located at UBUHLEBEZWE Local Municipality demarcation.

Employer's Objectives

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

Labour-intensive works

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

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

C.38

To be collected by the Contractor:

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

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

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

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

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

| KPI Number | KPI | Method for calculation | Comment |
|-------------------|--|--|---|
| 1 | <i>Number of Job opportunities created</i> | Assumed to be equal to number of warm bodies employed per project | Will give an indication as to how many unemployed people benefit directly from the EPWP |
| 2 | <i>Person years of employment created</i> | Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year) | Indicator that shows the equivalent number of full-time jobs created |
| 3 | <i>Number of training days provided</i> | Total sum from all projects | Measure total amount of training provided |
| 4 | <i>Overall spending on EPWP projects</i> | Total sum from all projects | Measure total government spending on the EPWP |
| 5 | <i>Demographics of workers on EPWP projects</i> | Total sums of the project totals of women, youth and disabled employed | Measures the demographics of the people benefiting from the EPWP |
| 6 | <i>Average length of employment created</i> | Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1) | Also allows comparison between sectors and types of projects |
| 6 | <i>Total income paid out to previously unemployed workers</i> | Multiply number of person-days (BI 2) by the minimum wage (BI 3) | |
| 7 | <i>Average income of EPWP worker</i> | Divide Total income (KPI 6) by Number of job opportunities (KPI 1) | |

| | | C.39 | |
|---|---|---|--|
| 8 | <i>Average duration of training provided</i> | Divide total number of training days (KPI 3) by number of job opportunities (KPI 1) | Provides an indication of the level of skills build in the programme |
| 9 | <i>Percentage of spending paid out to EPWP workers</i> | Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4) | Measure the labour intensity of the EPWP |

C3.10 Construction

C3.10.1 Outline of Additional Work Required by the Contractor

Community liaison

Materials management

Outage management

Quality management

Commissioning

Hand-over

C3.10.2 Statutory Requirements & Standards

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

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

The principles of the Distribution Standards (Eskom)

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

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

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

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

Contractor Requirements / Registration

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

Wireman's License

Electricity Contractors Board Registration
Operation Regulation for High Voltage Systems

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

C3.10.3 Materials

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

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

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

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

C3.10.4 Refurbished Materials

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

C3.10.5 Marked Conductor

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

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

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

C3.10.6 Restriction Applicable to the Successful Tenderer

Eskom Procedures, Directives & Policies

The Contractor must ensure compliance with all applicable Eskom Procedures, Directives and Policies

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

C3.10.8 Offloading, Stacking and Liability for Breakages

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

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

C3.10.9 Inspection at Site

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

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

C3.10.10 Earthing

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

C3.10.11 Clearances and shared structures

As per the Distribution Standard.

C3.10.12 Equipment and Structures

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

C3.10.13 Site Visits

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

(The Consultant and Ubuhlebezwe local Municipality personnel will be granted full and unconditional access.)

C3.10.14 Connections

The following principles apply to connections

- (a) Where only a meter change occurs,

The requirements of the standard, "Connecting existing customers in townships which Eskom is electrifying Ref.: CD/s019" applies
- (b) New Connections

Combined Neutral and Earth (CNE) service to be provided in line with the new earthing policy

All meters to be sealed by the Contractor.

C3.10.15 Upfront Payment

Tenderers may submit an alternative tender indicating the savings in cost if the Contractor was to be paid for the upfront purchase and delivery of material.

The upfront payment for materials on site is subject to the Contractor meeting the following criteria:

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

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

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

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C3.10.17 Sample infrastructure Installation

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

C3.10.18 Approvals

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

C.44

C3.10.19 Specification for “As-Built” Plans (Rev. 4 1999-10-25)

Main Objective

The main objective behind the requirement for the provision by the Contractor of “as-built” information is to provide the computerized mapping service for the Marketing, Planning, Survey Records, and Construction and Maintenance of Urban/Rural reticulation projects. The Contractor is to mark-up the construction drawings with all changes on site showing the as-built configuration and these are to be submitted to the Consultant technical evaluation for the creation of the as-built drawings.

C3.10.20 Reporting to the Consultant and Municipality

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

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

C3.10.21 Excavation

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

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

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

Blasting of holes will be compensated at a quoted rate as per attached Bill of Quantities. No extra compensation for rock excavation using mechanical tools will be considered. All holes to be blasted will have to be verified by the Consultant prior to blasting and will be measured as extra over. The contractors offer will be evaluated with the provisional quantity of rock inclusive and exclusive of the tendered price.

C3.11 PROGRAMME, PLANNING & REPORTING

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

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

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

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

Reporting Requirements:

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)

C.45

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

has to be sent to the *Employer's Agent*
The following feedback is also required by the above-mentioned responsible person:

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

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

C3.12 COMPLETION

The Contractual Completion Date will only be achieved when the as-built information supplied by the Contractor accepted and approved by the Municipality and Consultant; when all high mast lights have been energized and handed over to the Municipality.

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

C3.13 QUALITY MANAGEMENT

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

C3.14 SAFETY

The following documents are applicable:

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

SCSPVABM9 – Co-ordination of Safety on Capital Projects

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

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

- Crimping tool (for terminations) calibration test certificate
- Crane truck test certificate
- List of team leaders and their training records which should include, proof that they have been trained and are in acknowledgment of the follows skills/methods of construction and or other factors involved in High mast lighting and building of power lines:
 - # Mast erection
 - # Laying of cables
 - # Building power lines
 - # First aid
 - # Emergency preparedness

C.46

- Wireman's licence certificates for those who will issue COC's
- Minutes of safety meetings that were carried out during the project
- Access to site documentation
- Accreditation records of personnel on site from Mersey
- Sagging chart used for stringing
- A full list of employees working in the project as well as their duties (this must include all "casual" and local labour as well)
- A list of personnel in charge of First Aid, including training records, as well as their appointment in terms of the Statutory and OSH Act.
- The Contractor is to provide safety clothing to all labour employed including casual as well as local labour.

C3.15 ENVIRONMENTAL MANAGEMENT

Environmental Management to be in accordance with the following *Eskom* policy / procedure:

- ESKPBAAD6
- ESKPVAAZ1

Environment Management issues to be referred and co-ordinated through *Eskom's* Eastern Region Environmental Department (New Germany).

C3.16 SITE SERVICES & PROCEDURES

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

- a) The Contractor provides an area for the construction offices, stores, yards, etc. to the approval of the Employer's Agent. In addition, the Contractor shall make available a desk to be used by Employer's Agent / Employer's Representative.
- b) The Contractor erects a 1,8m fence around his construction site and fits a lockable gate
- c) The Contractor provides a construction supply at their site camp and anywhere else as may be required
- d) The Contractor provides the necessary connecting cables and distribution board(s) from the electricity supply source to the points of demand. The Contractor provides all the necessary connection to the electricity supply and maintains and secures all cable, etc.
- e) The Contractor is to provide an adequate communication network to facilitate the project including telephones. (Telkom telephone)
- f) The Contractor is to provide all necessary water and sewage connections
- g) The Contractor provides facilities and resources for first aid, fire fighting and emergency repair services in accordance with the Occupational Health and Safety Act and the local authority regulations and requirements.
- h) The standard documents listed below form part of the contract:

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

- i) Other Contractors may be involved in work on other parts of the Site or on associated equipment. Co-ordination with the other parties will be required for testing of systems involving other plant.
- j) Salvaged equipment from the dismantling process is to be removed from site and returned to the Ubuhlebezwe Municipal Store in consultation with the Employer's Representative.
- k) The Contractor must allow free access to authorised personnel when required and co-ordinates all interfaces with the Employer.
- l) The Contractor shall make its own arrangements, to the Employer and the Local Authorities approval for the disposal of all surplus material and construction waste resulting from the Works.
- m) The Contractor arranges for accommodation of his personnel. The Contractor provides temporary and/or mobile toilet facilities on the Site, and removes all evidence of a construction camp on completion of the contract, which should be restored to its original, or better environmental state.
- n) In addition to his own signage details which shall, prior to erection, be submitted to the Employer's Agent for approval, the Contractor shall provide, erect and maintain one project signboard bearing the name of the project, The Municipal name and logo and the name of the Employer's Agent together with the Contractor's own name, all to the approval of the Employer's Agent. The cost of this sign will be borne by the Contractor.
- o) The switching of all MV feeders shall be performed by Eskom. Written notification shall be given to the appropriate depot supervisor 14 (fourteen) calendar days in advance. The Contractor shall be allowed to perform LV switching with written permission from the Eskom Personnel.
- p) Whenever it may be required to de-energise any approved portion of the electrical network during the course of the contract, the Contractor shall post notices to that effect in terms of the relevant regulations. The minimum requirement shall be as contained in this paragraph of the specification.
- q) Each Section affected by the proposed power outage shall be notified by means of suitable notices fixed to the wooden electrical network poles. The notices shall be constructed from plain white paper glued to a firm "Masonite" backing board. The notice board shall be of minimum dimensions 600mm x 850mm.

C3.19 ACCOUNTS AND RECORDS

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

C3.20 SPECIFICATIONS

List of Specifications applicable to this Contract:

| Document No. | Revision | Title |
|---|----------------------------|--|
| | Latest | Eskom Distribution Standard Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e. coastal and inland) are available the coastal option will be applicable in Eskom's Eastern Operating Region (Refer to Engineering Instruction EI-039-MVL). |
| | Latest | Engineering Instructions As issued by Eskom's Eastern Technology and Quality Department, New Germany. Copies of the relevant Engineering Instructions are available on request. |
| | Latest | Technical Bulletins As issued by Eskom's Distribution Technology, Simmerpan Copies of the relevant Bulletins are available on request. |
| Annexure C 1999-10-25 1999-10-25 1998-08-25 D67-231 | | As-Built Drawings Specifications for As-Built Drawings Microstation Data Levels Standard Microstation Design File Settings As-Built Drawing |
| Annexure D ESKPVAZ1 ESKPAAD6 | | Environmental Management Environmental Management Programme (EMP) Procedure Environmental Management Policy |
| Annexure E ESKASAAU7 | | Quality Quality Requirements for the Procurement of Assets, Goods & Services |
| Annexure F DISPVABF3 SCSPVABM9 SCSASAAW8 | | Safety Occupational Health and Safety Requirements to be met by Contractors and Subcontractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus |
| SCSPVABP4 | 0(B) | Management of Substance Abuse |
| ESKADABD7 | 1 | Business Conduct Suspending Suppliers from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Tender Advise Centre, Clare Loitering, (031) 710 5429 |
| E1-048-MVL | | Technology & Quality Engineering Instruction : Generic Stubby Line |
| TDQES001 | | Authorisation of contractors / Eskom staff |
| SCSASABW3 SCSPVACL6 SCSSCABA5 | Latest Latest Latest | Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system |
| TQSNK008 | Latest | Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers |

C3.21 REQUIREMENTS FOR THE PROGRAMME

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

A weekly progress report shall be submitted electronically to the employer's representative each Thursday before 12H00

A daily log (provided by Eskom) shall be kept and completed daily. Eskom's quality assurance document shall be kept on site by Eskom's clerk of works and shall be updated as work progress.

C3.21.1 Employer's Health and Safety

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

Tenderers are required to comply with the Construction Regulations and the Health and Safety Specification included in this document. An item has been included in the Schedule of Rates to cover this work.

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

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

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

DISADABQ9 - Access to Farms

SCSPVABM9 - Co-ordination of Safety on Capital Projects

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

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

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- the Eskom "Safety, Health and Environmental Requirements for Contractors" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the Contractor (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the Employer and all amendments will be provided in writing to the Contractor. The Contractor complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and
- the health and safety plan prepared by the Contractor in accordance with the SHEQ Requirements.
- (The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

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

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

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

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

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

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

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

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

The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor, its employees, agents, Subcontractors and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the Contractor, its employees, agents, Subcontractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

C.51

C3.21.2 Health and Safety Plan:

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

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

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

C3.22 HANDOVER

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

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

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

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

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

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

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

When the project is energized and handed over, the list of original documents as listed below signed by Field

Services, Clerk of works as well as Contractor must be handed to the Employers representative:

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

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

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

Completion will be issued.

C.52

If any significant item(s) of plant or equipment fails to perform to the approval of the *Employer* and the *Contractor* is unable, within three months of the prescribed date, to rectify the matter, the Employer retains the right to reject the item(s) and to instruct the Contractor to remove, at his own cost, all such plant and/or equipment after refunding to the Employer any or all monies which may at that time have been paid to the *Contractor* or otherwise expended

C3.23 FINAL ACCOUNTS

The Final Account must be mutually agreed as soon as practically possible after contract completion but not later than 2 months after completion. Failure to do so may result in forfeiture of monies due as the project will be FRA'd (Finalization Release Approval) and closed.

C3.24 HEALTH AND SAFETY RISK ASSESSMENT

In order to maintain occupational health and safety at the highest possible level, all hazards have to be identified and then either be eliminated, reduced or controlled in a reasonable manner. The RISK VALUES associated with identified hazards are merely an indicator in respect to the priorities to be allocated towards the management thereof

It is important to note that, although Ubuhlebezwe local Municipality has taken all reasonable steps to ensure that all hazards of a significant nature have been identified, it cannot be guaranteed that all such hazards were identified. Ubuhlebezwe local Municipality will, however, be prepared to give clarity on any other issues that may be identified after this hazard identification and associated risk assessment.

PART5:C4: PROJECT SPECIFICATION

C4.1 Site of Works & Site Conditions

The Contractor must familiarize themselves with the following before commencement of the project:

- All Reports, Drawings and Information forwarded by the Employer
- Physical conditions within the site and surroundings (e.g. Rock, Soil Conditions etc)
- Publicly available information about the site and surrounding
- Information about piped and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data

The tendering Contractor shall make provision in the prices to undertake the Works in a multitude of differing terrains. Attention is drawn to the likelihood that some roads and areas may not be completely accessible by construction vehicle and some of the work may need to be undertaken by hand.

All excavations requiring blasting are to be assessed and approved by the Employer prior to the excavation thereof.

Blasting will be done by specialists under the regulation of the Explosives Act.

Should blasting be necessary, the tendering Contractor shall take every precaution to protect the Works, persons, animals and property in the vicinity of the site. The tendering Contractor will be held responsible for any injury or damage caused by any blasting operations and shall, at his own expense, make good such damage.

The tendering Contractor must take into account any limitations identified and recommendations made during the environmental studies when deciding on access routes to the construction site

The location of all services and servitudes must be identified and confirmed prior to commencing any excavation. Any damage to any other services during the contract is for the Contractors account.

All IAP's shall be notified in advance of any known potential risks associated with the construction site and the activities on it.

Examples of these are:

- Stringing of power lines
- Blasting
- Excavations
- Machinery on steep slopes above houses / infrastructure
- Risk to residents along haulage roads / access routes

Work at places where the overhead line crosses roads shall be carried out in accordance with the requirements laid down by the National Department of Transport and by the KwaZulu-Natal Department of Transport.

All travelling is to be included in the unit rates per item.

All Wards fall under the Ixopo CNC. Access to the village is via a tar and gravel road. These wards are situated in a cold and windy area in the KwaZulu-Natal Province. A summary of the conditions likely to be encountered on site is given below.

| | |
|--------------|---|
| Temperatures | Very hot and misty in summer, very cold in winter |
| Rainfall | Average to stormy and lightning strikes |
| Vegetation | Dense bushes in other areas |
| Agriculture | Large scale subsistence farming |
| Topography | Semi flat and Hilly on some parts |
| Soil type | Partially Hard rock |

The Contractors must familiarize themselves with the following before commencement of the project:

- All Reports, Drawings and Information forwarded by the Employer
- Physical conditions within the site and surroundings.
- Publicly available information about the site and surrounding
- Information about piped and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data

C4.2 Access to Farms

Eskom is dependent on the continued goodwill of land owners for the acquisition of power line servitudes. A courtesy call on the resident owners, farm managers or lessees by the Contractor is considered essential to explain the work that is about to commence. It is mandatory that farm owners are advised in writing that work is due to commence on a given date, that crops or trees might be damaged in order to complete the work and that compensation for such damage will be paid.

PART5:C5: SITE INFORMATION

Project Risk Assessment Worksheet

Used by permission from CREATE

Revision: Rev.0

Site of Project Title/Number:

Ubuhlebezwe (Ward 1, 6, 7 & 11) Area

Ward 1 _30.115087,29.883738

Ward 6 _30.319636,30.2390..

Ward 7 _30.272213,30.351478

Ward 11 _30.289492,30.0248..

Site Co-ordinates

Enquiry No.

UBU-B/01/08/17

Installation of High Mast

Nature of work:

Lights

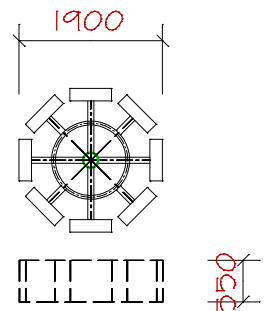
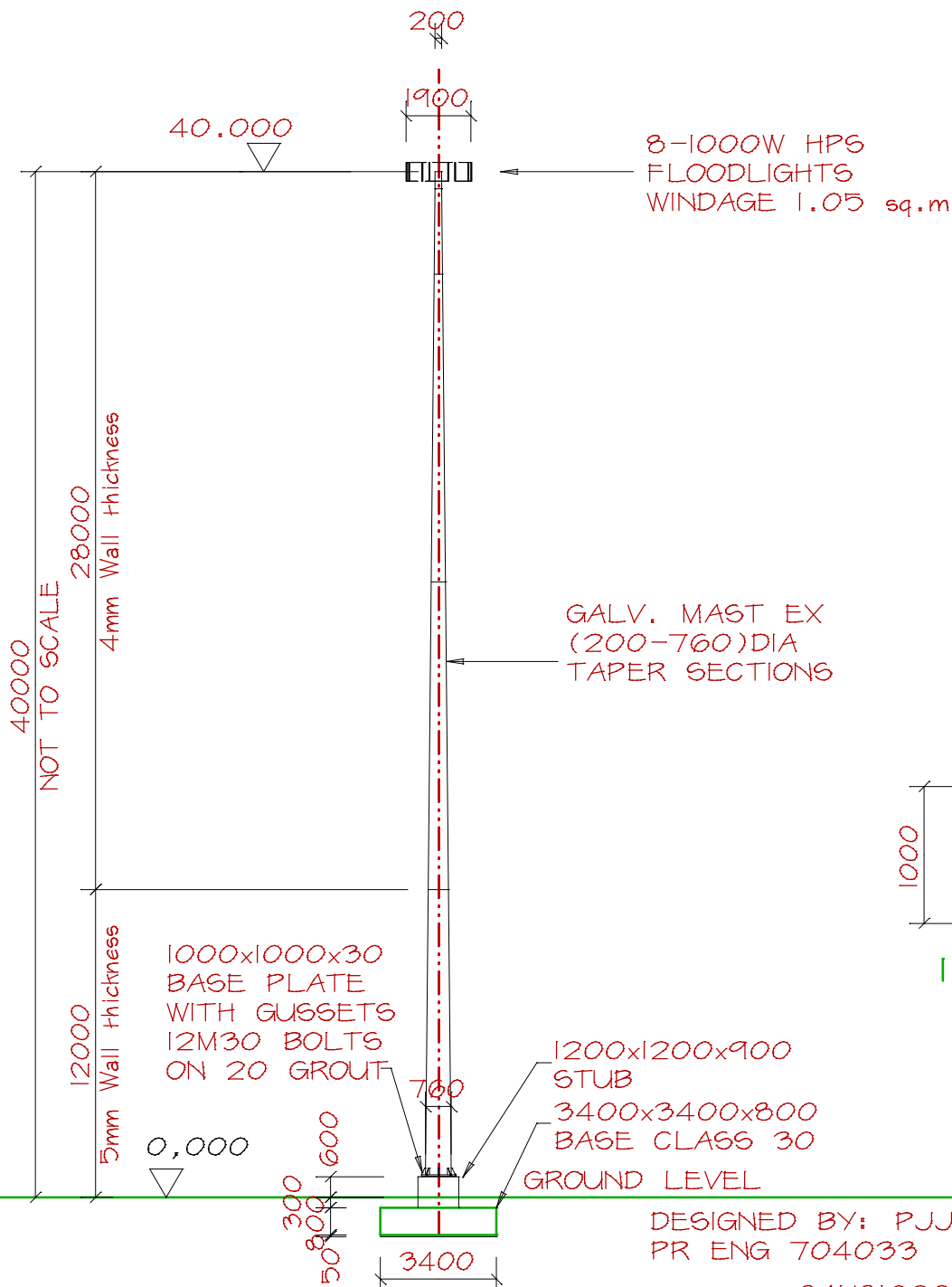
| No | Hazard present | Yes/No | Describe the hazards and obvious control or protective measures necessary | Likely consequences of an accident (a) | | | Number of workers exposed to hazard (b) | | | Probability of harm (c) | | | Risk rating and risk category | Extra control measures necessary |
|----|--------------------|--------|---|--|---|---|---|---|---|-------------------------|---|---|-------------------------------|---|
| | | | | L | M | H | L | M | H | L | M | H | | |
| 1 | MV Electrocutation | Yes | Work is carried out close to MV and LV lines ensure that the line is dead and only the competent person can work with the correct PPE such as long sleeve overalls' and rubber gauntlets. | | | X | | | X | | | X | High | The competent person with epileptic disease should not be allowed to work |
| 2 | Water on site | Yes | Contractors will be working on site without water for worker to drink, wash and cook, therefore it is expected the contractor to bring clean water from their workshop to site every day. | | | X | | | X | | | X | High | Water tank must be provided on site |

TENDER

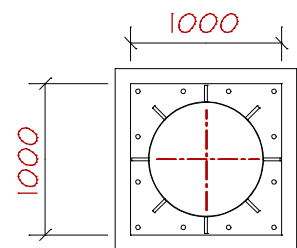
| | | | | | | | | | | | | | | | | |
|---|-------------------------|-----|---|------|---|---|--|--|---|---|---|--|---|---|------|--|
| 3 | Snake bites | Yes | Contractors will be working on site(bushes) without proper PPE's e.g. safety boots(covering ankle) the workers are exposed to snake bites therefore it is expected the contractor to ensure that, their employees wear PPE's every day. | C.58 | X | | | | X | | | | | X | High | The foreman must check that all employees are wearing proper PPE's |
| 4 | Sanitation | Yes | Contractors will be working on site without toilet and rubbish bin for worker therefore it is expected the contractor to bring moving toilet and rubbish bin from their workshop to site. | | | X | | | | X | | | | X | High | Ensure availability of a mobile toilets and rubbish bin |
| 5 | Security | Yes | Site office must be fenced and a security guard must be available on site | | | X | | | | X | | | | X | High | Fence and a security guard |
| 6 | Pole holes and trenches | Yes | Contractors will be expected to barricade all pole holes and trenches so that people and livestock will not fall into the pole holes. | | | X | | | | | X | | | X | High | Barricade pole holes and trenches |
| 7 | Holy grounds | Yes | Contractors must not enter the graveyards as they might step on the graves | | X | | | | | X | | | X | | Low | |

PART6:

C5: LOCAL DRAWINGS



1:100 PLAN
OF ROSE



1:50 PLAN OF
BASE PLATE

DESIGNED BY: PJJ VAN RENSBURG
PR ENG 704033

SANS10225 LOADING CAT 2

1:200 40m TAPER MAST WITH
8 TYPE 1000W HPS FLOODLIGHTS
GRADE 300 WA STEEL GALVANISED

| | | | | | | | |
|---|--------------|-----|------------------|---|---------------|------------------------------------|------|
| COPYRIGHT THIS DRAWING IS THE EXCLUSIVE PROPERTY OF EDD AND MAY NOT BE USED WITHOUT ITS WRITTEN PERMISSION | | | | SCALE | 1:200 | DRAWING NUMBER PI217/31/01a | REV. |
| | | | | DATE | JUNE 30, 2015 | | |
| | | | | DRAWN BY | PVR | | |
| | | | | CHECKED | | | |
| REV. | DATE | BY | DETAILS | Engineering Drawing & Design 222 Steventon Road TEL 011 894 7880 E-mail: aco@endd.co.za | | | |
| A | NOV 17, 2015 | PVR | Wall thicknesses | DESCRIPTION: 40m TAPER MAST WITH 8 TYPE 1000W HPS FLOODLIGHTS | | | |

BOQ

| BILL NO 1 - PRELIMINARY AND GENERAL | | | | | |
|--|--|-------|------------------|---|---|
| Ubuhlebezwe High Masts BOQ Rev00_4 HML | | | PRICE (EXCL VAT) | | |
| | | | | | |
| 1,10 | Provision for compliance with all the General Conditions of Contract, Special Conditions of Contract, All necessary insurances required to adequately cover the works, Workmans Compensation, Travelling, Out-of-Town Allowance, Maintenance and Guarantee | Sum | 1 | R | - |
| 1,20 | Establish facilities on site. The Contractor shall provide a fenced space with fence at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and secure staorage | Sum | 1 | R | - |
| 1,40 | The Contractor shall make an order for one project signboard bearing the name of the project, the name and logo of the Client, and the Contractor. | Sum | 1 | R | - |
| 1,50 | Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors. | Sum | 1 | R | - |
| 1,60 | Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports). | Sum | 1 | R | - |
| 1,70 | Operate and Maintain Facilities on Site(Time Related Items) | | 6 | | |
| | Facilities for Contractor: | | | | |
| | a) Offices & storage sheds | Month | 6 | R | - |
| | b) Ablution & latrine facilities | Month | 6 | R | - |
| 1,80 | Community Liaison Officer conversant in Zulu and local cultural norms | Month | 6 | R | - |
| 1,90 | Contractor shall provide security guard/s to ensure the substation site including offices, storage sheds and all material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day. | Month | 6 | R | - |
| 1,10 | Provisional allowance for the compilation of the OHS Policy and implementation thereof. | sum | 1 | R | - |
| 1,11 | Liaisoning with Eskom (Ixopo/Umzimkhulu) CNC (for outages coordination, inspections, etc.) | sum | 1 | R | - |
| 1,12 | Provision of Training to Ubuhlebezwe Local Municipality staff for the operating and maintainance of the masts including manuals. | sum | 1 | R | - |
| 1,13 | Crane charges and delivery of mast to site | Item | 1 | R | - |
| 1,14 | Maintenance Tool: Single drum winch & Electrical power tool | Item | 1 | R | - |
| 1,15 | Specialized Services | | | | |
| 1,16 | Geotechnical Engineer (Provision of Geotech Report and soil tests for the proposed sites) | PS | 1 | R | - |
| 1,17 | Allow for compliance with the Municipality Health And Safety Specification | PS | 1 | R | - |
| 1,18 | Allow for compliance with the Municipality Environmental Specification | sum | 1 | R | - |
| 1,19 | Provision for Clerk of Works Servises to ensure the quality of the project, ensure that the contractor purchase the approved material and to inspect casting of foundations. | Sum | 1 | R | - |
| | | | | | R |

Ubuhlebezwe High Masts BOQ Rev00_4 HML

| ITEM | DESCRIPTION | UNIT | QTY | UNIT RATE | | TENDER AMOUNT | |
|-----------|--|------|-----|-----------|---|---------------|---|
| | FOUNDATION | | | | | | |
| | <u>Excavations of Holes for Foundations</u> | | | | | | |
| 2,1 | Excavation and casting of foundations for 40m high mast in soft pickable soil with minimum bearing pressure of 150 Kpa complete with excavations, re-inforcing, bolt cage, 25mPA concrete, 110mm cable entry sleeves, earthing and certified engineering design. (test cube measured separately) Installation | No. | 4 | R | - | R | - |
| | <u>Mast Electrical Earthing</u> | | | | | | |
| 2,2 | SABS approved lightning protection/earthing system complete including drawings abd earth resistance readings Supply | No. | 8 | R | - | R | - |
| | Installation | No. | 8 | R | - | R | - |
| | <u>Foundations for High Masts</u> | | | | | | |
| 2,3 | Designed to Specification for a 40m Galvanised Steel High Masts including drawings for approval, cable entry sleeves, concrete, re-inforcing, bolts, and all necessary concrete works Supply | No. | 4 | R | - | R | - |
| | Installation | No. | 4 | R | - | R | - |
| 2,4 | Hole for 9m pole - 1.5m deep | No | 18 | R | - | R | - |
| 2,5 | 9m Pole, 140-159mm top diameter | No | 18 | R | - | R | - |
| SUB TOTAL | | | | | | R | - |

| ITEM | DESCRIPTION | UNIT | QTY | UNIT RATE | TENDER AMOUNT |
|------|---|------|-----|-----------|------------------|
| | HIGHMAST MATERIALS | | | | |
| | <u>40m High Masts</u> Manufacturing and delivery to site of 40 meter column height galvanised hidg light mast/s designed to SANS 10225 code of practice as specified, designed to carry 8 X 600W LED luminaires, equally spaced around mast , including luminaire cluster (cluster lowered with the aid of winch , inch measured elsewhere), brackets to carry cluster, baseplate, foundation bolts, foundation bolt template, internal caged ladder, hot dipped gavanised to SANS 120 ISO 1461, manufactured by ISO 9001 certified supplier. Designed to terrain category 2 with minimum wind speed 144km/h 4mm minimum thickness, grade 300WA steel, equivalent to BS 4360. | | | | |
| 3,1 | Supply | No. | 4 | R - | R - |
| | Installation | No. | 4 | R - | R - |
| | Dismantle existing 30m High Mast light steel structure | No. | 0 | R - | R - |
| | <u>Mast Labels</u> 100mm x 100mm anodized aluminium plates with 25mm x 25mm lettering, to be affixed to specification. | | | | |
| 3,2 | Supply | No. | 4 | R - | R - |
| | Installation | No. | 4 | R - | R - |
| | <u>Winch & Power Tools</u> Hydraulic power tool for the lifting and dropping of the lampcage complete with overload and remote control. | | | | |
| 3,3 | Supply | No. | 4 | R - | R - |
| | Installation | No. | 4 | R - | R - |
| 3,4 | <u>Aiming of Floodlight luminaires</u> Aiming of floodlights by specialist after the completion of the Installation. | No. | 4 | R - | R - |
| 3,5 | Keys & Locks | No. | 8 | R - | R - |
| 3,6 | <u>Technical Documentation</u> To be supplied per mast | No. | 4 | R - | R - |
| 3,7 | <u>Certificates</u> Concrete Tests | Item | 4 | R - | R - |
| | SUB TOTAL | | | | R - |

| ITEM | DESCRIPTION | UNIT | QTY | UNIT RATE | TENDER AMOUNT |
|------------------|--|------|-----|-----------|---------------|
| 4 | ELECTRIC SUPPLY INFRASTRUCTURE | | | | |
| | <u>High Mast Luminaires</u> | | | | |
| 4,1 | Supply and install - EDD 600W LED Luminaire (Nominated Supplier) (8xLED floodlights per 40m mast) with lamps control gear and aiming indication(6 x 40 meter mast). Wiring and fitting to lampage. Including delivery to site | No. | 32 | R | - |
| | Supply | No. | 32 | R | - |
| | Installation | Set | 0 | R | - |
| | Dismantle existing fittings per High Mast Light Structure | | | | |
| | <u>Electrical Distribution Board</u> | | | | |
| 4,2 | Supply and install, connect, testing and commissioning of surface mounted glass fibre or steel distribution boards (IP30) inside the mast/s poles, complete with photocell control and all wire equipment, switch gear and wiring diagrams; including all wire trays, doors, labels, locks, architrave, busbars, conduit connections and wiring connections-supply cable connections | No. | 4 | R | - |
| | Supply | No. | 4 | R | - |
| | Installation | | | | |
| | <u>Trench for Cables</u> | | | | |
| 4,3 | 800mm deep x 450mm wide. Excavation, backfilling where necessary compacting in 250mm layers, removal of all rubble unsuitable for backfilling. | m | 400 | R | - |
| | Soft Soil Excavations | | | | |
| | Intermediate Soil Excavations | m | 400 | R | - |
| | Hard Rock Excavations Rock excavation (the contractor is to provide adequate measures to ensure a rock hole be excavated to the correct depth to facilitate the correct infrastructure, this may include the excavation per rock hole by mechanical means viz. Compressors dependent on diesel fuel to accommodate Jackhammer drilling or blasting). These Rock Holes to be verified by the relevant Clerk of Works. Ref CR (11) | Sum | 1 | R | - |
| | Blasting | Sum | 1 | R | - |
| | Road Crossings on municipal gravel road and making good on completion of works. | Sum | 30 | R | - |
| 4,4 | <u>Cable</u> 16mm ² x 4core PVC/SWA/PVC cable (Copper) in trench | m | 800 | R | - |
| | Supply | m | 800 | R | - |
| | Installation | | | | |
| 4,5 | <u>Cable</u> 25mm ² x 4core PVC/SWA/PVC cable (Copper) in trench | m | 200 | R | - |
| | Supply | m | 200 | R | - |
| | Installation | | | | |
| 4,6 | <u>Copper Earth Wire</u> 10mm ² bare copper earth wire including brazed T-Offs & terminations | m | 800 | R | - |
| | Supply | m | 800 | R | - |
| | Installation | | | | |
| 4,7 | <u>Sleeves</u> Cable Flex cable sleeves lettering, to be affixed to specification. | | | | |
| | Supply | m | 300 | R | - |
| | 50mm dia | m | 50 | R | - |
| | 100mm dia | | | | |
| | Installation | m | 300 | R | - |
| | 50mm dia | m | 50 | R | - |
| | 100mm dia | | | | |
| 4,8 | <u>Cable Marking Tape</u> PVC cable marking tape installed 200mm above cables in trenches | m | 800 | R | - |
| | Supply | m | 800 | R | - |
| | Installation | | | | |
| 4,9 | <u>1-2 Way Service Dist Box</u> | No. | 4 | R | - |
| | Supply | No. | 4 | R | - |
| | Installation | | | | |
| 4,10 | <u>40A triple pole Circuit Breaker (5KA)</u> | No. | 4 | R | - |
| | Supply | No. | 4 | R | - |
| | Installation | | | | |
| 4,11 | <u>Splitter box</u> Supply and install glass fibre or steel splitter boxes (IP65) including "clip on" terminals (Klippon), earth bar and neutral bar, cable glands and 2,5mm trailing cable. | No. | 4 | R | - |
| | <u>Test Lead</u> | | | | |
| 4,12 | Luminaires service test lead to test operation of luminaires in lowered position (3m) | No. | 4 | R | - |
| | Supply | No. | 4 | R | - |
| | Installation | | | | |
| 4,13 | <u>Surge Protection</u> 3 phase LV surge protection 20kA with indication of 3 phase and neutral | No. | 4 | R | - |
| | Supply | No. | 4 | R | - |
| | Installation | | | | |
| | Allow for a Connection with the Supply Authority (Eskom) | item | 4 | R | - |
| | Allowance for Profit.....% | % | 10 | R | - |
| | Allowance for Attendance.....% | % | 10 | R | - |
| SUB TOTAL | | | | | R - |

Ubuhlebezwe High Masts BOQ Rev00_4 HML

| ITEM | DESCRIPTION | UNIT | QTY | UNIT RATE | | TENDER AMOUNT | |
|--------------------------------|--|------|-----|-----------|---|---------------|---|
| ELECTRIC SUPPLY INFRASTRUCTURE | | | | | | | |
| 5,1 | Cable Glands for 16mm ² x 4core PVC/SWA/PVC cable | | | | | | |
| | Supply | Set | 16 | R | - | R | - |
| | Installation | Set | 16 | R | - | R | - |
| | Dismantle existing cable per High Mast Light | m | 0 | R | - | R | - |
| 5,2 | Cable 50mm ² x 4core PVC/SWA/PVC cable (Copper) in trench | | | | | | |
| | Supply | No. | 400 | R | - | R | - |
| | Installation | No. | 400 | R | - | R | - |
| 5,3 | Cable Terminations (complete) for 16mm ² core cable | | | | | | |
| | Supply | No. | 4 | R | - | R | - |
| | Installation | No. | 4 | R | - | R | - |
| 5,4 | Cable Terminations (complete) for 50mm ² core cable | | | | | | |
| | Supply | No. | 8 | R | - | R | - |
| | Installation | No. | 8 | R | - | R | - |
| 5,5 | Cable Joints (complete) for 16mm ² core cable | | | | | | |
| | Supply | No. | 4 | R | - | R | - |
| | Installation | No. | 4 | R | - | R | - |
| 5,6 | Cable Joints (complete) for 25mm ² core cable | | | | | | |
| | Supply | No. | | | | R | - |
| | Installation | No. | | | | R | - |
| 5,7 | Steel Galvanised Cable pipe 4m length x 50mm dia (for cable protection) | | | | | | |
| | Supply | No. | 4 | R | - | R | - |
| | Installation | No. | 4 | R | - | R | - |
| 5,8 | Stainless Steel Bandid strap (13mm) Installed @500mm intervals on pole to secure cable pipe and cable. | | | | | | |
| | Supply | m | 25 | R | - | R | - |
| | Installation | m | 25 | R | - | R | - |
| 5,9 | Red lining for As-built Drawings (Engineer will provide drawings for redlining) | Sum | 1 | R | - | R | - |
| 5,10 | Testing & Commissioning As per the commissioning report requirements which also includes CoC. | Sum | 1 | R | - | R | - |
| | Connection of Mast to Eskom Grid | No | 4 | R | - | R | - |
| | Testing and Commissioning per Mast Installation | No | 4 | R | - | R | - |
| SUB TOTAL | | | | | | R | - |

LV OVERHEAD

Ubuhlebezwe High Masts BOQ Rev00_4 HML

| BILL NO 6 - LV OVERHEAD DISTRIBUTION LINES | | | | | | | |
|--|---------|------|----------|------------------|--------------|-----------------|---|
| High Mast Preliminary Design BOQ | | | | PRICE (EXCL VAT) | | | |
| | DDT Ref | Unit | Quantity | Supply Rate | Install Rate | Total Price (R) | |
| LV ABC (insulated neutral) Note The LV insulated aerial bundle conductor system shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3. Ref. EI-092-LVL The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc. Note Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc. y y g will be delivered on sealed drums and adequate allowance shall be | | | | | | | |
| | | | | | | | |
| 5.4 Three phase ABC (35mm ² 4 core) - insulated neutral | 3141 | m | 1200 | R - | R - | R - | - |
| 5.5 Three phase ABC (70mm ² 4 core) - insulated neutral | 3141 | m | 1200 | R - | R - | R - | - |
| LV STRUCTURES | | | | | | | |
| Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere. Use strain assembly when crossing roads. | | | | | | | |
| Supply and install all the materials as specified for the following: | | | | | | | |
| Amount carried over to next page | | | | | | R 0.00 | |

| Item | Description | DDT Ref | Unit | Tender Quantity | | | | |
|---|---|---------|------|-----------------|---|---|---|---|
| | Amount brought forward from previous page | | | | | | R | - |
| 5.21 | Three Phase ABC Intermediate Assembly | 1100 | No | 5 | R | - | R | - |
| 5.22 | Three Phase ABC Terminal Assembly | 1120 | No | 4 | R | - | R | - |
| 5.23 | Three Phase ABC Strain Assembly (0-60 deg) | 1121 | No | 4 | R | - | R | - |
| 5.24 | Three Phase ABC Strain Assembly (60-90 deg) | 1122 | No | 5 | R | - | R | - |
| LV Fuse Switch Units | | | | | | | | |
| Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit. Fuse ratings below allow for 120% overload. One fuse unit is for the transformer and one unit per LV feeder for isolation/protection. | | | | | | | | |
| 5.30. | 80A Three Phase Load disconnecting switch MORSODRPHER | 309 | No | 4 | R | - | R | - |
| Amount carried over to next page | | | | | | | R | - |

| Item | Description | DDT Ref | Unit | Tender Quantity | | | | Total Price (R) |
|---|---|---------|------|-----------------|---|---|---|-----------------|
| | Amount brought forward from previous page | | | | | | R | - |
| Earthing of LV Network Note All MV transformer earthing is measured elsewhere and all LV earths per structure are measured with the structure. This section is intended for LV earths at transformers. Allowance shall be made for the testing (including earth loop impedance) of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications. Use 2 x H-Crimps - neutral connection point. | | 637 | | | | | | |
| | | | | | | | | |
| 5.32 | LV Earth (single point) | 642 | No | 4 | R | - | R | - |
| LV Pole Mounted Service Boxes (Outdoor) | | | | | | | | |
| Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniature circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC. | | | | | | | | |
| 5.33 | BOX,POLE TOP SPLIT METER 2-WAY 50A D3055 | 3055 | No | 4 | R | - | R | - |
| 5.34 | BOX,POLE TOP SPLIT METER 4-WAY 50A D3055 | 3055 | No | 0 | R | - | R | - |
| Testing | | | | | | | | |
| Allowance shall be made for the testing of each LV ABC distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required. | | | | | | | | |
| 5.35 | LV Test, per zone. Ref. SCSASABZ1 | | No | 0 | | R | - | R |
| General | | | | | | | | |
| 5.38 | Supply and install ABC Full tension Joints as per the DT Standards - Three phase ABC (35mm ²) | | Ea | 20 | R | - | R | - |
| TOTAL : Carried forward to summary | | | | TOTALS | R | - | R | - |

Ubuhlebezwe High Masts BOQ Rev00_4 HML

| ITEM | DESCRIPTION | TOTAL TENDER AMOUNT |
|-------------------------------------|-------------------------|---------------------|
| CONSTRUCTION COST | | |
| 1,0 | PRELIMINARY AND GENERAL | R - |
| | | |
| 2,0 | FOUNDATIONS | R - |
| | | |
| 3,0 | STRUCTURE | R - |
| | | |
| 4,0 | ELECTRICALS | R - |
| | | |
| 5,0 | CONDUCTORS | R - |
| | | |
| 6,0 | LV Overhead | R - |
| | | |
| TOTAL FOR CONSTRUCTION | | R - |
| | | |
| ADD 10 % CONTINGENCIES OF SUBTOTAL | | R - |
| | | |
| TOTAL CONSTRUCTION (EXCLUDING VAT) | | R - |
| | | |
| ADD VAT @ 15% | | R - |
| | | |
| TOTAL CONSTRUCTION COST | | R - |