





## EMTHANJENI LOCAL MUNICIPALITY

### TENDER NUMBER: T1/2022 REPLACEMENT OF DE AAR WEST TRANSFORMERS

ISSUED BY:	PREPARED BY:
 <p><b>EMTHANJENI LOCAL MUNICIPALITY</b></p> <p>45 Voortrekker Street De Aar 7000</p> <p>Mr. Faried Manuel Tel: (053) 632 9100</p>	 <p><b>HVR CONSULTING ENGINEERS</b></p> <p>PO Box 1128 Kimberley 8300</p> <p>Mr. Andries Jooste Tel: 053 831 1609</p>

<b>NAME OF BIDDER (FULL NAME)</b>	
<b>CONTACT PERSON:</b>	
<b>TEL NUMBER:</b>	



## EMTHANJENI LOCAL MUNICIPALITY

### REPLACEMENT OF DE AAR WEST TRANSFORMERS

**TENDER NO.: T1/2022**

#### **SUMMARY FOR BID OPENING PURPOSES**

NAME OF BIDDING ENTITY:	
PHYSICAL ADDRESS:	
POSTAL ADDRESS:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	
CONSTRUCTION PERIOD:	
CONTRACT PRICE: <i>Amount brought forward from the Form of Offer and Acceptance</i>	
SIGNED BY AUTHORISED REPRESENTATIVE OF THE BIDDING ENTITY:	
DATE:	

*Note: Form of Offer and Acceptance amount will take precedence should a discrepancy be found in contract price listed above.*



## EMTHANJENI LOCAL MUNICIPALITY

### T1/2022: REPLACEMENT OF DE AAR WEST TRANSFORMERS

### Contents

<b>TENDER</b>		
<b>PART T1</b>	<b>Tendering Procedures</b>	
T1.1	Tender Notice and Invitation to Tender	4
T1.2	Tender Data	5-9
<b>PART T2</b>	<b>Returnable Documents</b>	10-54
<b>THE CONTRACT</b>		
<b>Part C1:</b>	<b>Agreements and Contract data</b>	
C1.1	Form of Offer and Acceptance	55-58
C1.2	Contract Data	59-63
<b>Part C2: Pricing data</b>		
C2.1	Pricing Instructions	64-65
C2.2	Bill of Quantities	66-67
C2.3	Schedule of Variation Rates for Day Work	68
C2.4	Technical Schedules	69
<b>Part C3: Scope of work</b>		70
<b>Part C4: Site Information</b>		
C4	Site Information	71
<b>Annexures</b>		72

## PART T1.1 – TENDER NOTICE AND INVITATION TO TENDER



### EMTHANJENI LOCAL MUNICIPALITY

***TENDER NO: T1/2022***

### REPLACEMENT OF DE AAR WEST TRANSFORMERS

Emthanjeni Local Municipality hereby invites tenders for the REPLACEMENT OF THE DE AAR WEST TRANSFORMERS. It is estimated that the tenderers should have a CIDB grading of 6EP or higher. Only tenderers who conform to the criteria stated in the Tender Data and Tender conditions are eligible to submit tenders.

The tender will be advertised on the municipal website, e-tender portal and CIDB. Documents will be issued via e-tender portal and will not be printed on hard copies.

**A compulsory clarification meeting with representatives from the Employer will take place at the municipal Main Substation in De Aar on 24 February 2022 at 10:00. Only tenderers who attend the clarification meetings shall be eligible to submit tenders.**

This tender will close on Wednesday, 16 March 2022 at 12:00. Completed tender documents, sealed in an envelope and clearly marked with “**TENDER NO. T1/2022: REPLACEMENT OF DE AAR WEST TRANSFORMERS**” must be placed in the tender box in the municipal offices in 45 Voortrekker Street, De Aar. No tenders will be accepted after the closing time or per fax or per e-mail.

Emthanjeni Local Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or part of a tender. All tenders will remain valid for a period of 90 days after the time and date of opening.

This tender will be evaluated and adjudicated according to the following criteria:

- Relevant specifications;
- Value for money;
- Capacity to execute the contract;
- PPPFA & associated regulations.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

Technical enquiries relating to this tender should be addressed to Mr. Andries Jooste at 053 831 1609 or [andries@hvr.co.za](mailto:andries@hvr.co.za)

Mr. I. Visser  
Municipal Manager  
Emthanjeni Municipality  
P.O. Box 42  
De Aar  
7000

Notice Number: 46/2021

## PART T1.2 – TENDER DATA

The conditions of bid are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement dated July 2015. A copy is attached hereto as Annexure F. The under mentioned items of data and deviations will have precedence over the Standard Conditions of bid conditions in Annexure F.

The Standard Conditions of Bid for Procurements make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause	Wording
F1.1 ACTIONS	The Employer is: The Municipal Manager EMTHANJENI LOCAL MUNICIPALITY 45 Voortrekker Street De Aar 7000
F1.2 TENDER DOCUMENTS	The bid documents issued by the Employer comprises:  Parts T1, T2, C1, C2, C3, C4 and the Annexures.
F1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: HVR Consulting Engineers Name: Andries Jooste Tel: 053 831 1609 Email: <a href="mailto:andries@hvr.co.za">andries@hvr.co.za</a>
F2.1 ELIGIBILITY	Only tenderers who satisfy the following eligibility criteria are eligible to submit tenders: <ul style="list-style-type: none"> <li>a) Availability of resources.</li> <li>b) Availability of skilled and experienced human resources to perform the contract allocated to this tender.</li> <li>c) Previous experience on similar projects with complete and responsive references.</li> <li>d) Only tenderers registered on the CSD platform with no non-compliant statuses.</li> <li>e) Only companies with financial ratings Category A, B or C.</li> </ul> <p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered as 6EP class of construction work.</p>
F2.7 CLARIFICATION MEETING	The arrangements for a compulsory clarification meeting are: As listed in the Tender Notice and Invitation to Tender – Part T1.1
F2.12 ALTERNATIVE TENDER OFFERS	No alternative offers will be considered for this tender.
F2.13.3 SUBMITTING A TENDER OFFER	The whole original bid document as issued by the Emthanjeni Local Municipality must be submitted. No copies will be accepted. <u>Bids may only be submitted on the bid document issued by the employer.</u>
F2.13.5 TWO ENVELOPE SYSTEM	The employer's address shall for the delivery of the bid documents and marked as follows:  The Municipal Manager EMTHANJENI LOCAL MUNICIPALITY 45 Voortrekker Street DE AAR  Tender No: T1/2022: REPLACEMENT OF DE AAR WEST TRANSFORMER

F2.13.6 TWO ENVELOPE SYSTEM	Two envelope procedure will not be followed.
F2.15 CLOSING TIME	The closing time for submission of bids is: Wednesday, 16 March 2022 at 12:00. Telephonic, telegraphic, fax or emailed bid documents will not be accepted.
F2.16 TENDER OFFER VALIDITY	The bid documents will remain valid for 90 days.
F2.19 INSPECTIONS, TESTS AND ANALYSIS	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F2.23 CERTIFICATES	<p>The bidder is required to submit the following with his bid:</p> <ul style="list-style-type: none"> <li>a) Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.</li> <li>b) Either a Certificate of Contractor Registration issued by the Construction Industry Development Board OR a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).</li> <li>c) Copies of all <u>municipal accounts</u> of the bidder or for each partner in the JV AND all the directors/members of the firm. These may not be in arrears by more than 3 months. If municipal accounts are paid by the land lord, this arrangement should be indicated in the rental agreement or separate letter.</li> <li>d) Certified copy of the B-BBEE certificate.</li> <li>e) Proof or Letters of Intent for Insurances as stipulated.</li> <li>f) Letter of Intent for Performance Guarantee if not opting for retention deduction.</li> </ul>
F3.4 OPENING OF BID SUBMISSIONS	<p>The time and location for the opening of the bid documents are:</p> <p>Tenders will be opened on the same day in the Committee Room at 12:05. Location: Emthanjeni Local Municipality 45 Voortrekker Street De Aar 7000</p>
F3.5 TWO-ENVELOPE SYSTEM	A two envelope system will not be followed.
F3.9 ARITHMETICAL ERRORS	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected.</li> <li>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</li> </ul> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above</p>

F3.11 EVALUATION OF BID DOCUMENTS	The procedure for the evaluation of the responsive tenders is METHOD 2.			
	The functionality criteria and maximum score in respect of each of the criteria are as follows:			
	Criteria	Evaluation Indicators	Points Allocated	Weight
	Approach Paper	Given the very nature of this project: -New transformers will be installed within an old substation while keeping the supply energized to the town, -Old equipment on the 6.6kV side will be serviced -Protection systems between 22 kV and 6.6 kV will be integrated, serviced and tested the contractor must provide a short, but very specific document (maximum 5 pages) on what needs to be done, and how he/she will manage and accomplish the end result wanted, possible problems to be vigilant for, precautions that will be taken, etc. It should focus on the different stages of the project, critical milestones and the interaction between contractor, material supplier and engineer.	<ul style="list-style-type: none"><li>• Completeness of the tasks to be achieved= 5 Points</li><li>• Completeness of tasks to be achieved with detail of what work encompasses AND possible risks and problems with mitigation = 10 Points</li><li>• Completeness of tasks to be achieved with detail of what work encompasses AND possible risks and problems with mitigation AND interaction between contractor, engineer and material suppliers = 15 Points</li></ul>	15
	Locality	Bidder to attach Municipal Account or lease agreement to demonstrate location of the company's Registered Main Office	<ul style="list-style-type: none"><li>• Rest of South Africa not bordering Northern Cape = 0 Points</li><li>• Provinces bordering the Northern Cape (North West, Free State, Eastern Cape and Western Cape) = 5 Points</li><li>• Northern Cape = 10 Points</li></ul>	10
Delivery Dates & Programme	The tenderer is to provide guaranteed delivery dates as per milestones measured from appointment in weeks: See C2.2.1. Expand if needed	<ul style="list-style-type: none"><li>• Nothing Provided = 0</li><li>• Indication of delivery dates for the key milestones = 2 Points</li><li>• Indication of delivery dates for the key milestones AND delivery date letters from transformer builder and control panel builder= 5 Points</li></ul>	5	
Experience of	Successful completion of similar type and size	Number of similar type and size of projects successfully	20	

	Contractor's Contract Manager or Site Supervisor allocated to the project	of project by the Contract Manager or Site Supervisor over the past ten (10) years.  Provide technical details of the projects listed and contactable references.	completed by the Contract Manager or Site Supervisor over the past ten (10) years: 0 projects = 0 Points (No points) 1 project = 5 Points 2 projects = 10 Points 3 projects = 15 Points 4 projects = 20 Points	
	Registered Installation Electrician (Responsible Person)	Attach proof of qualification, registrations & Experience	Certified qualification and wireman's license = 5 Points  Certified qualification and wireman's license AND more than 10 years' experience in <u>similar</u> MV projects = 10 Points	10
	Experience on previous contracts of a similar nature, scope or complexity by the company (over the last ten years).	Successful completion of a <b>similar type</b> and size of project by the company (Attach Completion Certificates)	Number of Similar Projects for successfully completed by the Company: 0 projects = 0 Points (No points) 1 project = 10 Points 2 projects = 20 Points 3 projects = 30 Points 4 projects = 40 Points	40
	<b>Total</b>			<b>100</b>
	<p><b>The minimum number of evaluation points for functionality is 70. Tenderers failing to meet this criteria will not be evaluated further.</b></p> <p>Each evaluation criteria will be assessed in terms of five indicators – No response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively (except where points are indicated).</p> <p>Tenderers having passed the minimum score for functionality will be subsequently scored on the 80/20 principle for price and preference.</p>			
F3.13 ACCEPTANCE OF BID DOCUMENTS	Bids containing any one or more of the errors or omissions, or bids not having complied with the peremptory bid conditions of this bid document, shall not be considered and shall automatically be rejected.			
F3.17 PROVIDE COPIES OF THE CONTRACT	The number of paper copies of the signed contract to be provided by the Employer is one.			
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: a) The Employer/Engineer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. b) The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. c) The Employer reserves the right to appoint a different Contractor for each Section as listed in the Schedule of Quantities. The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for the Sections for which they intend to bid for.			

	<p>d) The Employer may appoint more than one Contractor on this project, subject to the specific conditions agreed to in the Form of Acceptance.</p> <p>e) The bid document shall be submitted as a whole and shall not be taken apart.</p> <p>f) List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the Emthanjeni Local Municipality to complete PART T2 on behalf of the bidder)</p> <p><b><i>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</i></b></p> <p>g) No part of this document, or any document supplied by the Engineer during this project, may be copied, photographed or repeated in any manner or process without consent by the Engineer in writing. Copyright is reserved on all designs, drawings, specifications, systems and processes contained in the documents.</p> <p>h) All designs, drawings, specifications, bill of quantities, systems and processes are only intended for this project and in its current configuration. Professional approval is only applicable to the current project and in its current configuration.</p> <p>i) Tenders are required to comply fully with all minimum local content requirements as stipulated by National Treasury. The tenderer shall attach all the required forms in this regard.</p> <p>j) The tender shall be considered non-responsive if the offer is not signed and rejected.</p> <p>k) The tender shall be considered non-responsive if a programme is not provided. The tenderer's preliminary programme must illustrate starting within 28 days from appointment letter date, completion within the limitations, other key dates such as material ordering, delivery, etc.</p>
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*Please note that all the documents in this bid document must be completed and signed where applicable and submitted as a complete set of documents.*

## **PART T2 - RETURNABLE DOCUMENTS**

## PART T2.1 – PARTICULARS OF TENDERER

### TENDERER

Name Of Tenderer:	
Address:	
Contact Person for questions:	
Telephone Number:	
Email Address:	
Company Registration Number:	
VAT Registration Number:	

### BANK

Name of Bank:	
Branch Name:	
Branch Code:	
Name of Account:	
Account Number:	
Contact Person:	
Telephone Number:	

If the above bank account is NOT the account to deposit payment claims during the project, provide details of such account.

Date	Name	Signature

## PART T2.2 – FINANCIAL RATING

Name of Contractor	
Banker:	
Name of Bank:	
Account Number:	
Tender Amount:	
Construction Period:	
10% Guarantee Amount (if not opting for retention):	

Performance Guarantee must be 10% of total Tender amount including VAT and valid for the entire period of the construction period.

### BANK RATING

<input type="checkbox"/>	CATEGORY A	Indisputable for Enquiries
<input type="checkbox"/>	CATEGORY B	Good for the amount mentioned
<input type="checkbox"/>	CATEGORY C	Good for the amount, strictly in accordance with business
<input type="checkbox"/>	CATEGORY D	Reasonable business risk
<input type="checkbox"/>	CATEGORY E	High risk – not to be recommended
<input type="checkbox"/>	CATEGORY F	Financial position unknown
<input type="checkbox"/>	CATEGORY G	Cheques occasionally dishonoured
<input type="checkbox"/>	CATEGORY H	Cheques frequently dishonoured

The value on which our Bank Rating of the Bidder is based is R.....

Manager of the Financial Institution:

Date	Name	Signature

Bank Stamp of Financial Institution.

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## PART T2.3 – SCHEDULE OF EXPERIENCE OF CONTRACTOR

Tenderers must insert, in the space provided below, a list of work or contracts of similar nature that have been successfully carried out.

**NOTE:**

1. Tenders must include a separate detailed summary of what the projects listed below entailed technically (the project works). This is needed so that evaluators can see how these projects relate to the one at hand.
2. Tenders must include full Practical (if achieved separately from First Handover) and First Handover (*Works Completion*) certificates as proof of experience listed below. Failure to include these will render listed project null and void.

Note – referring to Company profiles instead is prohibited.

### PROJECT 1

Project:	
Employer (name & contact no.):	
Consulting Engineer (name & contact no.):	
Nature of Work:	
Value of Work:	(Excl. VAT)
Contract Period:	
Actual Completion date (As per hand over certificate):	
Reason for deviation (if applicable):	

### PROJECT 2

Project:	
Employer (name & contact no.):	
Consulting Engineer (name & contact no.):	
Nature of Work:	
Value of Work:	(Excl. VAT)
Contract Period:	
Actual Completion date (As per hand over certificate):	
Reason for deviation (if applicable):	

**PROJECT 3**

Project:	
Employer (name & contact no.):	
Consulting Engineer (name & contact no.):	
Nature of Work:	
Value of Work:	(Excl. VAT)
Contract Period:	
Actual Completion date (As per hand over certificate):	
Reason for deviation (if applicable):	

**PROJECT 4**

Project:	
Employer (name & contact no.):	
Consulting Engineer (name & contact no.):	
Nature of Work:	
Value of Work:	(Excl. VAT)
Contract Period:	
Actual Completion date (As per hand over certificate):	
Reason for deviation (if applicable):	

Date	Name	Signature

## T2.4 - SCHEDULE OF CURRENT WORKLOAD

List your current contracts and obligations:

Description & Client/Engineer Contact Details	Value	Start Date	Duration	Expected Completion Date

Date	Name	Signature

## PART T2.5 – SCHEDULE OF PLANT

Schedule of Plant the tenderer intends to use on the work, if his tender is successful:

Plant	Quantity	Own Property	Rented

Date	Name	Signature

## PART T2.6 – SCHEDULE OF STAFF AND LABOUR

Note, a person may only be added once to the staff schedule at the position best suitable for his current job description. See detailed requirements at end of schedule

### PERMANENT STAFF:

Position	Quantity	Highest Qualification	Experience (years) after Qualification	HDI (Y/N) + Age	Male / Female
Contract manager (office bound)					
Installation Electrician (responsible person on this site)					
Installation Electrician (other)					
Foreman / Site Agent					
Electricians					
Labourers Skilled					
Labourers Unskilled					

### INTENDED CONTRACTED STAFF FOR THIS PROJECT:

Position	Quantity	Highest Qualification	Experience (years) after Qualification	HDI (Y/N) + Age	Male / Female
Contract manager					
Installation Electrician					
Foreman / Site Agent					
Electricians					
Labourers Skilled					
Labourers Unskilled					

Detailed requirements:

- Proof of qualifications and CVs of contract manager, site supervisor/manager and responsible person (installation electrician) are to be attached. If one person will fulfil more than one role, it must be stated clearly.
- Responsible person shall have minimum relevant experience of 10 years of protection systems and large scale transformer replacements/installations.
- Provide organogram of company showing names, job descriptions, years employed by the company and highest qualifications of all staff and directors.

- Provide organogram of staff allocated to this project.
- Tenderers to allow for rates that are not less than the minimum wages as prescribed by the Department Of Labour.

Date	Name	Signature

## PART T2.7 – LIST OF PROPOSED MATERIAL SUPPLIERS

Tenderers shall set out in the schedule hereunder the details of any Suppliers.

Name of Proposed Supplier	Contact Person & Telephone Number	Type of Material	Credit Value with Supplier

Date	Name	Signature

## PART T2.8 – REGISTRATION AS ELECTRICAL CONTRACTOR

In terms of the OHS Act 2005, Electrical Installation Regulation 8, the successful tenderer / electrical sub-contractor must be registered as an Electrical Contractor with the Chief Inspector. They also need to be registered with the Workmen's Compensation Commissioner and the Unemployment Insurance Commissioner to qualify for this contract.

The tenderer must complete the following questionnaire and submit it with the tender.

THE TENDER WILL NOT BE CONSIDERED UNLESS ALL THE NECESSARY INFORMATION HAS BEEN SUBMITTED.

- a) Is the company registered as an Electrical Contractor with the Department of Labour?

YES	NO
-----	----

Registration Number:

Date of Issue:

Name of Accredited Person (please attach CV for this person under relevant section)

ID Number:

Registered Person's Registration Number:

Date Issued:

Registered Person's Telephone Number:

Years Employed by the Company:


- b) Is the company registered with:  
i. The Workmen's Compensation Commissioner?

YES	NO
-----	----

Registration Number

Date of Issue:


- ii. The Unemployment Insurance Commissioner?

YES	NO
-----	----

Registration Number

Date of Issue:


- c) Name of Accredited Person responsible for this site (if different to that listed in (a)), who will be responsible for FULL TIME supervision on site:

Registration Number

Date of Issue:


Qualifications of the above person:

I/We certify that the above information is correct and undertake to comply with the provisions in Regulations 5, 6, 7, 8 & 9 of Government Notice No. 31975 of 6 March 2009, promulgated under Section 43 of the Machinery and Occupational Safety Act 1993. The applicable section reads as follows:

## 1. Regulation 5

### Design and Construction

- 1.1. No person may authorize, design, install or permit or require the installation of an electrical installation, other than in accordance with a health and safety standard incorporated into these Regulations under section 44 of the Act.
- 1.2. No person may use components within an electrical installation unless those components comply with the standards referred to in the relevant incorporated standard referred to in sub-regulation (1), and proof of compliance shall be identifiable on the components or certification shall be available from the manufacturer or supplier of the materials or components in terms of the National Regulation of Compulsory Specification Act, 2008 (Act no.5 of 2008).
- 1.3. Items of an electrical installation not covered by an incorporated health and safety standard, and the conductors between the point of supply and the point of control, shall be installed in accordance with the by-laws or regulations of the supplier concerned.
- 1.4. A registered person shall exercise general control over all electrical installation work being carried out, and no person may allow such work without such control. **(Amend to read: a registered person shall exercise full time control)**
- 1.5. Where the voltage exceeds 1kV, a person deemed competent in terms of paragraphs (b), (c) or (d) of the definition of a competent person in regulation 1 of the General Machinery Regulations, 1988, or a person registered in a professional category in terms of the Engineering Profession Act, 2000, shall approve the design of that part of an electrical installation.
- 1.6. Where the intention is to supply five or more users from a new point of supply, they shall appoint an approved inspection authority for electrical installations or a person deemed competent in terms of paragraph (b), (c) or (d) of the definition of a competent person in regulation 1 of the General Machinery Regulations, 1988, or a person registered in a professional category in terms of the Engineering Professions Act, 2000, who shall ensure the compliance contemplated in sub-regulation (1) from the commencement to the commissioning of the electrical installation.
- 1.7. No supplier may restrict the application of a health and safety standard referred to in sub-regulation (1) when an electrical installation is installed, except where the distribution system of the supplier may be adversely affected by the application thereof.

## 2. Regulation 6

### Electrical Contractor

- 2.1. No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these Regulations.
- 2.2. Any person who does electrical installation work as an electrical contractor shall register annually in the form of Annexure 3 with the chief inspector or a person appointed by the chief inspector.

- 2.3. An application for registration as referred to in sub-regulation (2) shall be accompanied by the fee prescribed by regulation 14.
- 2.4. The chief inspector or a person appointed by the chief inspector shall register any person referred to in sub-regulation (1) as an electrical contractor and enter such registration into the national database.

### 3. Regulation 7

#### Certificate of compliance

- 3.1. Subject to the provisions of sub regulation (3), every user or lessor of an electrical installation, as the case may be, shall have a valid certificate of compliance for that installation in the form of Annexure 1, which shall be accompanied by a test report in the format approved by the chief inspector, in respect of every such electrical installation.
- 3.2. Subject to the provisions of sub regulation (3), every user or lessor of an electrical installation, as the case may be, shall on request produce the certificate of compliance for that electrical installation to an inspector, a supplier or, subject regulation 4(1), an approved inspection authority for electrical installations.
- 3.3. Sub-regulation (1) shall not apply to an electrical installation that existed prior to 23 October 1992, and where there was no change of ownership after 1 March 1994: Provided that, if any addition of alteration is effected to such an electrical installation, the user or lessor of the electrical installation, as the case may be, shall obtain a certificate of compliance for the whole electrical installation, where after the provisions of sub-regulation (1) shall be applicable to such electrical installation.
- 3.4. Where any addition or alteration has been effected to an electrical installation for which a certificate of compliance was previously issued, the user or lessor of such electrical installation shall obtain a certificate of compliance for at least the addition of alteration.
- 3.5. Subject to the provisions of section 10(4) of the Act, the user or lessor may not allow a change of ownership if the certificate of compliance is older than two years.
- 3.6. The relevant supplier may at any reasonable time inspect or test any electrical installation: Provided that the supplier shall not charge any fee for such an inspection or test unless the inspection or test is carried out at the request of the user or lessor.
- 3.7. If an inspector, an approved inspection authority for electrical installations or supplier has carried out an inspection or test and has detected any fault or defect in any electrical installation, that inspector, approved inspection authority for electrical installation or supplier may require the user or lessor of that electrical installation to obtain a new certificate of compliance: Provided that if such fault or defect in the opinion of the inspector, approved inspection authority for electrical installation or supplier constitutes an immediate danger to persons, that inspection authority for electrical installations or supplier shall forthwith take steps to have the supply to the circuit in which the fault or defect was detected, disconnected: Provided further that where such fault or defect is of such a nature that it may indicate negligence on the part of a registered person, the inspector, approved inspection authority for electrical installations or supplier shall forthwith report those circumstances in writing to the chief inspector.

### 4. Regulation 8

#### Commencement and permission to connect installation work

- 4.1. No person shall commence installation work which requires a new supply or an increase in electricity supply capacity unless the supplier has been notified thereof in the form of Annexure 4: Provided that the supplier may waive this requirement in respect of such types of work as it may specify.
- 4.2. No person shall connect or permit the connection of any completed or partially completed electrical installation to the electricity supply unless it has been inspected and tested by a registered person and a certificate of compliance for that electrical installation has been issued: Provided that the supplier

may on request connect the supply to the electrical installation for the purpose of testing and the completion of the certificate of compliance by a case where the electricity was disconnected for the non-payment of the electricity account or where there has been a change of tenant but not of ownership.

## 5. Regulation 9

### Issuing of certificate of compliance

- 5.1. No person other than a registered person may issue a certificate of compliance.
- 5.2. A registered person may issue a certificate of compliance accompanied by the required test report only after having satisfied himself or herself by means of an inspection and test that –
  - 5.2.1. A new electrical installation complies with the provisions of regulation 5(1) and was carried out under his or her full time control; or
  - 5.2.2. An electrical installation which existed prior to the publication of the current edition of the health and safety standard incorporated into these Regulations in terms of regulation 5(1), complies with the general safety principles of such standard; or
  - 5.2.3. An electrical installation referred to in paragraph (b), to which extensions or alterations have been affected, that –
    - 5.2.3.1. The existing part of the electrical installation complies with the general safety principles of such standard and is reasonably safe, and
    - 5.2.3.2. The extensions or alterations effected comply with the provisions of regulation 5(1) and were carried out under his or her general control.
- 5.3. If at any time prior to the issuing of a certificate of compliance any fault or defect detected in any part of the electrical installation, the registered person shall refuse to issue such certificate until that fault or defect has been rectified: Provided that if such fault or defect in the opinion of the registered person constitutes an immediate danger to persons in a case where electricity is already supplied, he or she shall forthwith take steps to disconnect the supply to the circuit in which the fault or defect was detected and notify the chief inspection thereof.
- 5.4. Any person who undertakes to do electrical installation work shall ensure that a valid certificate of compliance is used for that work.
- 5.5. No person may amend a certificate of compliance.

Name of Contractor:	
Address:	
Signature of Contractor:	
Date:	

## PART T2.9 – SITE VISIT CERTIFICATE

*If a compulsory Site Visit is required as per Tender Notice, this page shall be taken to the site visit and completed.*

### A COMPULSARY BRIEFING SESSION WILL BE HELD AT THE FOLLOWING VENUE:

Venue:	
Time:	
Date:	

The briefing session and site inspection meeting are compulsory and companies not attending will be excluded from the tendering process.

### ATTENDANCE CERIFICATE

This is to certify that:	
Representative(s) of:	
has/have attended the Tender Briefing.	

HVR Consulting Engineer's Representative:	Tenderer's Representative:
Signature	Signature
Date	Date

### NOTES:

For direction to the venue, contact Mr. Andries Jooste on 053 831 1609. Note that any clarification on the venue should be done the day before the meeting is scheduled.

Please bring the Tender Document on the day of the briefing and make sure you have familiarised yourself with its contents.

You are also required to sign an attendance register at the meeting.

The meeting will start strictly as per the time indicated and the Engineer has no obligation to repeat information already discussed.

## PART T2.10 – SUPPLEMENTARY TENDER INFORMATION

Should the Engineer have distributed supplementary information during the **tender period**, please indicate it here and attach copies under EXTERNAL RETURNABLE DOCUMENTS:

Date:	Short Description:

If no supplementary information was received, strike through above list and write NOT APPLICABLE.

Date	Name	Signature

**PART T2.11 – SUB-CONTRACTORS**

The contractor shall indicate which part of the works shall be contracted out to an external entity. This shall include such items as testing.

Works	Anticipated Value	Company	Reason

Date	Name	Signature

## **PART T2.12 – CSD**

Attach full CSD Report.

## PART T2.13 – AUTHORITY FOR SIGNATORY

### RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

#### **RESOLVED that:**

1. The Enterprise submits a Bid / Tender to the EMPLOYER in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_  
(Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as : \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			

*Note:*

1. \* *Delete which is not applicable*
2. **NB.** *This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise*
3. *Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page*

*ENTERPRISE STAMP*

## RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURE

RESOLUTION of a meeting of the Board of \*Directors/Members/Partners of:

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

### RESOLVED that:

1. The Enterprise submits a Bid/Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

To the EMPLOYER in respect of the following project:

\_\_\_\_\_

(Project description as per Bid/Tender Document)

Bid/Tender Number: \_\_\_\_\_ (Bid/Tender Number as Per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as : \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the EMPLOYER in respect of the project described under item 1 above.
4. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the EMPLOYER in respect of the project under item 1 above.

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

## SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

### **RESOLVED that:**

1. The abovementioned Enterprises submit a Bid in Consortium/Joint Venture to the EMPLOYER in respect of the following project:

\_\_\_\_\_

2. Mr/Mrs/Ms: \_\_\_\_\_

in his/her Capacity as : \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

3. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

4. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the EMPLOYER in respect of the project described under item A above.
5. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium Joint venture agreement, for whatever reason, shall give the EMPLOYER 30 days written. Notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the EMPLOYER for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
6. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the EMPLOYER, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the EMPLOYER referred to herein.
7. The Enterprises choose as the domicile citadel et executants of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the EMPLOYER in respect of the project under item A above:

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

*Note:*

1. *\*Delete which is not applicable*
2. *NB. This resolution must be signed by all the Duly Authorised Representative of the Legal Entities to the Consortium Joint/Venture submitting this Bid*
3. *Should the number of Duly Authorised Representative of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium Joint Venture must be attached to the Special Resolution*

## T2.14 - DECLARATION OF INTEREST (MBD4)

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1. Full Name of bidder or his or her representative:.....
  - 3.2. Identity Number: .....
  - 3.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
  - 3.4. Company Registration Number: .....
  - 3.5. Tax Reference Number:.....
  - 3.6. VAT Registration Number: .....
  - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8. Are you presently in the service of the state? **YES / NO**
    - 3.8.1. If yes, furnish particulars. ....

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

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

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

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

3.9.1. If yes, furnish particulars.....

.....

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

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

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

Date	Name	Signature

## T2.15 – PREFERENCE POINTS CLAIM FORM (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 **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

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.

## 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:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - 1) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 2) 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:

**80/20                      or                      90/10**

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

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:

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		NO	
-----	--	----	--

- 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		NO	
-----	--	----	--

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ 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:.....

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 .....

.....

## **T2.16 – CERTIFICATE FOR MUNICIPAL SERVICES (MBD10)**

### *Municipal Account/Statement*

- Registered Main Office
- ALL the directors/members of the firm
- May not be in arrears by 3 or more months.

## T2.17 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

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

### CERTIFICATION

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

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

Date	Name	Signature

## **T2.18 – CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

### EMTHANJENI LOCAL MUNICIPALITY

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

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

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

## **T2.19 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified if –

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

### **2. Definitions**

- 2.1. “bid” includes written price quotations, advertised competitive bids or proposals;
- 2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);
- 2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

- 2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or 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:**

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

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

- 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 SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rate 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 AO/AA provide directives in this regard.

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

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

IN RESPECT OF BID NO. ....

ISSUED BY: (Procurement Authority / Name of Institution):

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.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/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 percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution 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 / Institution 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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

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

WITNESS No. 1

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

WITNESS No. 2

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

*Attach all other documentation and declarations for local content requirements as published and required by National Treasury and Department of Trade and Industry.*

## **T2.20 – PROFILE**

### **COMPANY PROFILE**

**&**

### **ORGANOGRAM OF THE STAFF ALLOCATED TO THIS PROJECT**

Note: Qualifications & CVs of the Contract Manager, Site Supervisor/Manager/Agent and Responsible Person (Installation Electrician) can be attached under this section.

**T2.21 – PROGRAMME**

**ATTACHED PRELIMINARY PROGRAMME**

## C1.1 FORM OF OFFER AND ACCEPTANCE

### FORM OF OFFER

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

#### ***REPLACEMENT OF DE AAR WEST TRANSFORMERS***

The Tenderer, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the 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 FIXED PRICE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Rand (in words):</b>	
<b>Rand (in figures):</b>	<b>R</b>

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, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

#### **FOR THE BIDDER:**

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

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

Date \_\_\_\_\_

Capacity \_\_\_\_\_

Name and Address of Organization \_\_\_\_\_

#### **WITNESS:**

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

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

Date \_\_\_\_\_

## ACCEPTANCE

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

The terms of the contract are contained in:

C1: Agreements and contract data (which includes this agreement)

C2: Pricing Data

C3: Scope of Work

C4: Site Information

Annexures

And drawings and documents, or parts thereof, which may be incorporated by reference into the parts listed above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any) contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.

### FOR THE EMPLOYER:

Signature(s)	_____	_____
Name(s)	_____	_____
Date	_____	_____
Capacity	_____	_____
Name and Address of Organization	EMTHANJENI LOCAL MUNICIPALITY	

### WITNESS:

Signature(s)	_____
Name(s)	_____
Date	_____

## SCHEDULE OF DIVIATIONS

Notes:

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

1. Subject:
Detail:

2. Subject:
Detail:

3. Subject:
Detail:

4. Subject:
Detail:

5. Subject:
Detail:

6. Subject:
Detail:

7. Subject:
Detail:

By the duly authorized representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE BIDDER:**

Signature(s)	_____	_____
Name(s)	_____	_____
Date	_____	_____
Capacity	_____	_____
Name and Address of Organization	_____	_____

**WITNESS:**

Signature(s)	_____
Name(s)	_____
Date	_____

**FOR THE EMPLOYER:**

Signature(s)	_____	_____
Name(s)	_____	_____
Date	_____	_____
Capacity	_____	_____
Name and Address of Organization	EMTHANJENI LOCAL MUNICIPALITY	_____

**WITNESS:**

Signature(s)	_____
Name(s)	_____
Date	_____

## C1.2 CONTRACT DATA

The contract is subject to the NEC 3 Engineering and Construction Short Contract June 2005.

Copies are obtainable from Engineering Contract Strategies (ECS) 116 Edison Crescent, Sunninghill, Johannesburg.

Tel: 011-803 3008

Fax: 011-803 3009

[www.neccontract.com](http://www.neccontract.com)

**The Tenderer must complete the following:**

The Percentage for overheads and profit added to the Defined Cost for people is .....%

The Percentage for overheads and profit added to other Defined Cost is .....%

The <i>Employer</i> is	Name:	Emthanjeni Local Municipality
	Address:	45 Voortrekker Street De Aar 7000
	Telephone:	053 632 9100
The <i>Employer</i> is represented by:	Name:	HVR Consulting Engineers
	Address:	PO Box 1128 Kimberley 8300
The <i>works</i> are	Design, manufacture, delivery, installation and commissioning of new 10 MVA 22 kV / 6.6 kV power transformers and associated works as detailed in this document in the different sections.	
The <i>site</i> is	Main Substation for De Aar West, De Aar, Northern Cape, South Africa	
The <i>starting</i> date	As per the accepted program.	
The <i>completion</i> date	As per the accepted program.	
The <i>period for</i> reply is	2 weeks	
The <i>defects</i> date is	52 weeks after completion	
The <i>defects</i> correction period is	7 calendar days	
The <i>delay</i> damages are	0.1% per day of the estimated final contract value	
The <i>assessment</i> day is	The last site meeting date of each month	

The <i>retention</i> is	10% till first handover, 5% thereafter until final hand over
Insurance Cover	<p><i>The Employer provides this insurance</i></p> <div style="border: 1px solid black; padding: 2px;"> <b>Only enter details here if the <i>Employer</i> is to provide insurance.</b> </div> <p>.....<i>None</i> .....</p> <p>.....</p> <p>The minimum amount of cover for the third insurance stated in the</p> <p>Insurance Table is .....<b>R 10 million for any single claim / the no of claims is to be unlimited during the construction &amp; defects liability period</b>.....</p> <p>The minimum amount of cover for the fourth insurance stated in the</p> <p>Insurance Table is ..... <b>R 10 million for any single claim / the no of claims is to be unlimited during the construction &amp; defects liability period</b> .....</p> <p><i>* See also insurance table further down</i></p>
Dispute resolution	
The <i>Adjudicator</i> is	<b>selected by the chairman of ICE-SA</b>
The <i>Adjudicator nominating body</i> is	<b>The Chairman of ICE-SA</b>
The <i>tribunal</i> is	<b>Arbitration</b>
If the <i>tribunal</i> is arbitration, the arbitration procedure is	<b>As set out in the Latest Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa)</b>
The place where arbitration is to be held is	<b>Kimberley, South Africa</b>
Conditions of Contract	<i>The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions</i>

INSURANCE TABLE		
Insurance	Minimum amount of cover	Cover provided until
Loss of or damage to the <i>works</i>	The greater of the replacement cost or contract sum + 10%, VAT Inclusive	The Engineer’s certificate of Completion has been issued
Loss of or damage to Equipment, Plant & Materials	The greater of the replacement cost or contract sum + 10%, VAT Inclusive	The Defects Certificate has been issued
The <i>Contractor’s</i> liability for loss of or damage to property ( <i>except the works, P &amp; M and Equipment</i> ) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor</i> ) arising from or in connection with Contractor’s Providing the Works	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law (Compensation for Occupational Injuries and Diseases Act No. 130 of 1993) and the amount stated in the Contract Data for any one event	
<p>Notes:</p> <p>1) The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor’s risk from the starting date until the Defects Certificate or a termination certificate has been issued</p> <p>2) The number of claims to be unlimited during the construction and defects period.</p> <p>3) A coupon Policy for Special Risks (SASRIA) is to be issued.</p> <p>4) Insurance cover of the subcontractors is deemed to have been included in the insurance cover of the main contractor.</p> <p>5) Notwithstanding the provisions of the contract and without limiting the obligations liabilities or responsibilities of the contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the contract until the dates as indicated in the table above:</p> <p>-Contract Works Insurance</p> <p>-Public Liability Insurance</p> <p>-A coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risks Insurance Association</p> <p>In the name of the Contractor (including all subcontractors) and the Municipality’s insurable interest must be noted in the policy.</p> <p>6) A copy of the insurances must be submitted to the Engineer and be maintained until the time stipulated.</p> <p>7) The contractor shall effect and pay any supplementary insurance, which in its own interest it may deem necessary.</p> <p>8) The contractor shall ensure that all his appointed sub-contractors are award of the insurance policies and their requirements.</p> <p>9) Refer to Additional Conditions below regarding insurance.</p>		

The following additional conditions of contract are part of this contract:	
A1	In carrying out his obligation as the mandatory to the <i>Employer</i> for this contract in terms of Section 37(2) of the Occupational Health & Safety Act No. 85 of 1993, the <i>Contractor</i> ensures that he complies with the Act when Providing the Works or using Plant, Materials or Equipment. The <i>Contractor</i> indemnifies the <i>Employer</i> against loss and damage to property, death of or injury to a person and claims proceedings compensation and costs arising from the <i>Contractor's</i> transgression of the Act, except to the extent that the transgression was caused by the <i>Employer</i> .
A2	Additional condition: Compensation event for force majeure:
A2.1	<p>The following is an additional compensation event:</p> <p>The <i>Contractor</i> proves that it would be illegal or impossible for him to perform his obligations required by this contract due to any one of these events:</p> <ul style="list-style-type: none"> <li>• War, civil war, rebellion, revolution, insurrection, military or usurped power,</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i>, sub-contractors and suppliers,</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,</li> <li>• Natural disaster, fire and explosion, or impact by aircraft or other aerial device or thing dropped from them.</li> </ul>
A2.2	Any amounts due to the <i>Contractor</i> from insurers in claims arising from any of the listed events are deducted from assessments of the compensation event.
A3	<b>Additional condition: Provision of a Surety (priced contracts only).</b>
A3.1	The <i>Contractor</i> gives the <i>Employer</i> a performance bond. The bond is for an amount equal to 10% of the offered total of the prices.
A3.2	The bond is provided by a bank or insurer which the <i>Employer</i> has accepted. If the bond was not given by the date of the <i>Employer's</i> Acceptance, it is given within four weeks of the <i>Employer's</i> Acceptance.
A3.3	Draft wording of the bond to be approved by the Engineer.
A4	<b>Additional condition: <i>Employer's</i> right to sanction a sub-contractor</b>
A4.1	The <i>Contractor</i> submits the names of each proposed sub-contractor to the Employer for acceptance. The <i>Contractor</i> does not appoint a sub-contractor until the <i>Employer</i> has accepted him.
A5	<b>Additional condition: Price adjustment for inflation</b>
A5.1	This is a fixed price contract.
A6	<b>Registration as Electrical Contractor</b>
A6.1	The successful tenderer/electrical sub-contractor must be registered as an Electrical Contractor with the Department of Labour, with the Workmen's Compensation Commissioner and the Unemployment Insurance Commissioner to qualify for this contract.
A7	<b>Additional condition: Supervision and Attendance of meetings and inspections</b>
A7.1	It should be noted that the electrical construction shall be supervised on a <b>full time basis</b> by an installation electrician with relevant experience, and in the full time employment of the selected electrical contractor, who will attend each technical & site meeting and inspection.

<b>A8</b>	<b>Please Note</b>
A8.1	<p>The contractor may not take possession of, or have the right of, access to the site until it has:</p> <ul style="list-style-type: none"> <li>• Submitted an approved, project specific, health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and has complied with the initial requirements thereof.</li> <li>• Submitted the acceptable Performance Guarantees, and</li> <li>• Supplied acceptable insurances, and</li> <li>• Completed/submitted all other information as required by the Engineer / Client (such as all quotes used for pricing the tender)</li> </ul>

## C2.1 Pricing Instructions

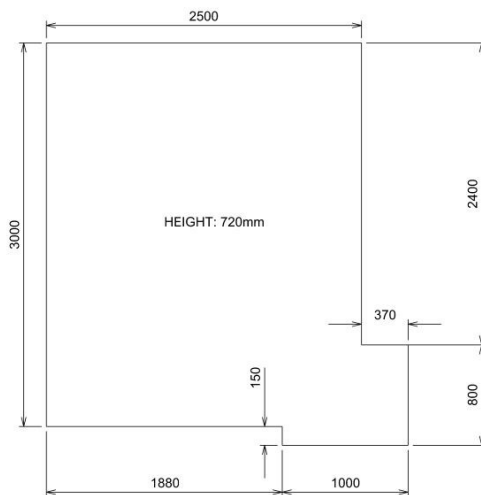
1. The work listed hereunder is fully described in the specification or shown on the drawings. In order to describe certain items, reference is also made to the specification and drawings in the Bill. The Contractor shall, however, refer to the General Conditions of Contract, Specification, Special Conditions and all the drawings.
2. All prices shall be the inclusive cost of all the work necessary to complete the work specified in the item and to comply with all the requirements of the Conditions of Contract, Specification and Special Conditions.
3. All rates shall be excluding Value Added Tax (VAT).
4. The unit prices will be taken as correct in the case of discrepancies. Should the corrected tender price differ from the original tender price, the tenderer shall be given the opportunity to sign a new form of offer.
5. The Contractor will be paid according to the nett final measurement and all wastage shall be allowed for in the rates.
6. Tenderers shall clarify any doubt about the meaning of anything in the Bills of Quantities before the closing date of the Tenders.
7. Quantities in the Bills are not fixed and can be increased or decreased.
8. When no price is shown for an item, it will be taken to be included elsewhere.
9. The Bills of Quantities shall not be used for the ordering of material. The Contractor shall ascertain the correct quantities before ordering.
10. The following shall be considered for excavation:
  - a. Measurement will be to the bottom side of cables and measurements in m<sup>3</sup> will be calculated from the minimum dimensions in accordance with the specification and drawings.
  - b. The rates shall allow for all additional like over break, storing, protection of other services, pumping, smoothing of sides and bottoms, removal of rocks, clearing and removal of waste, compacting as per drawing's instruction, and all work incidental but not specifically mentioned in the Bill.
  - c. The excavations shall be protected as called for in the Construction Regulations.
  - d. The excavation will be measured for the following types:-
    - i. Pickable Soil
    - ii. Soft Rock (Compressor & JCB)
    - iii. Hard Rock (Blasting, Excavator & Pecker)
11. When alternative prices for equipment and material from different manufacturers are offered, the lowest price shall be quoted in the Bills as the main offer, when complying fully with the Specification. All other alternative prices shall be mentioned in the covering letter.
12. Although names and suppliers are provided throughout the document and annexures, alternative equipment that are similar in specifications may be offered. It is the tenderer's responsibility to proof similarity.
13. The rates for concrete work shall be inclusive of:-
  - a. All concrete in structures to be mixed according to mass.
  - b. Suitable vibrators shall be used for all concrete work except floors.
  - c. All tariffs shall include for all treatment of the concrete.
  - d. Test cubes by an accredited laboratory for 7 & 28 day results per structure, or truck load whichever is the smallest
14. In these schedules the following meaning is attached to:-
  - a. Supply and Delivery  
The prices for each item shall include for the complete supply and delivery to the sites and must be inclusive of all sundry material necessary for the completion, commissioning and putting to work of the equipment, as required by the specification whether set out in detail or not.
  - b. Installation  
Prices to include for off-loading, transportation on site, assembling, positioning, levelling and preparation of site,

co-ordination, approvals, organising of permits and all the necessary civil and building work excavation of trenches, laying of cables, bedding, backfilling, jointing, connecting, testing including any drying out process and filtering, completion, painting, commissioning, completion of quality control documentation, initial maintenance, O&M manuals/Data books/files, handing over to the Employer in a satisfactory operating condition of the Works.

c. Termination

Prices for Terminations shall include the cable gland or K-clamp and the connection of the cables' tails to the terminals of the switchgear or bus bars. It shall also include all labels as required (plastic nursery labels on low voltage cables and punched metal labels on medium voltage cables).

15. Where structures are listed as D-DT references, the cost thereof shall:
  - a. Include sub-structures as referenced on the main D-DT drawing
  - b. Include any other requirements as shown on the particular Standard Detail drawing
  - c. Take cognisance of deviations as noted on the detailed notes section to ensure no duplication between the cost allowed for on the main structure and that at the detailed note section, mainly referencing any omissions in lieu of for example a longer cross arm than the standard on a particular structure.
  - d. The notation "E" denotes extra over material that is not part of the standard D-DT material, but shall be included in that particular structure price.
16. Where existing structures / transformers be replaced with new, the contractor shall allow in his rate for new for the removal/modifications of old as necessary.
17. Payment claims submitted by the contractor shall use these bills as basis, in the prescribed template that will be provided by the Engineer. Contractor shall keep a site diary and record all material installed referenced to area installed and the date when it is installed, and shall upon request by Engineer submit these as supporting documentation to any payment request.
18. No compensation shall be made towards the contractor for loss of profit should any part of the works not be executed.
19. This is a fixed price contract.
20. The existing transformer plinth:



## C2.2 Price List (Bills of Quantities)

Refer to Annexure A for Bills of Quantities

### C2.2.1 Schedule of Delivery Dates

Guaranteed delivery times	Weeks
Shop Drawings Provided for Approval	
Manufacturing of Transformers Complete	
Factory Acceptance Testing	
Delivery to Site of First Transformer	
Installation of first Transformer & Complete New Control Panel	
Commissioning of First Transformer	
Delivery to Site of Second Transformer	
Installation of Second Transformer	
Commissioning of Second Transformer	
Integration, testing and calibration of all protection systems on the 22 kV and 6.6 kV equipment	
All other work specified	
Total project completion (taken that full funding is available)	

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## C2.3 Schedule of Variation Rates for Day Work

These rates will be applicable only if no rate exists in the Price List.

Item	Description		Rate
1.	Labour charge for Foreman	per hour	
2.	Labour charge for Artisan	per hour	
3.	Labour charge for Apprentice	per hour	
4.	Labour charge for Labourer	per hour	
5.	All-inclusive rate for Engineers	per hour	
6.	Percentage profit charge on additional material	%	
7.	Charge for private car	per km	
		per day	
8.	Charge for truck not exceeding 1 ton, including driver	per km	
		per day	
9.	Charge for truck not exceeding 8 tons, including driver	per km	
		per day	
10.	Charge for truck not exceeding 12 tons, including driver	per km	
		per day	
11.	Charge for truck to transport the 10 MVA transformer, including driver	per km	
		per day	
12.	Charge for crane to install the 10 MVA transformer, including driver/operator	per km	
		per day	
13.	Machinery & Equipment (specify for all to be used on the project, per item)		

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## **C2.4 Technical Schedules**

See Annexure C.

### **C3 Scope of Work**

See Annexure C.

#### **C4 SITE INFORMATION**

1. The site are located in De Aar in the Northern Cape.
2. The work will be done within a live working substation. The supply to the town should not be disrupted unless absolutely necessary and planned in advance to notify customers.
3. No geotechnical test were done on site to determine the nature of the ground.
4. Contractor must however inspect the site, their surroundings and available in connection therewith and make themselves thoroughly acquainted with the nature of:
  - a. The space constraints for vehicle movement and installation.
  - b. Overhead and existing installed equipment.
  - c. Underground ducts and how to protect these if needed.
  - d. The form and nature of the site and its surroundings.
  - e. The hydrological and climatic conditions. The means of access to the sites and the accommodation required.
  - f. Location and cost associated with red soil.
  - g. Location and costs of dumping excavated material. Allow for 20km (round trip) for dumping at Municipal approved dumping site.
  - h. Existing equipment on site and impacted equipment in the different phases of the project.
  - i. Availability of water, electricity and toilet facilities.

## **ANNEXURES**

Annexure A	BILL OF QUANTITIES
Annexure B	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE
Annexure C	SCOPE OF WORKS
Annexure D	PHOTOS
Annexure E	OHS SPECIFICATION
Annexure F	STANDARD CONDITIONS OF TENDER

## **ANNEXURE A – BILL OF QUANTITIES**

**ANNEXURE B – LOCAL CONTENT DECLARATION:  
SUMMARY SCHEDULE**

## **ANNEXURE C – SCOPE OF WORKS**

## **ANNEXURE D – PHOTOS**

## **ANNEXURE E – OHS SPECIFICATION**

## **ANNEXURE F – STANDARD CONDITIONS OF TENDER**