

# EPHRAIM MOGALE LOCAL MUNICIPALITY



## BID DOCUMENT

TENDER NO. EPMLM/8/3/545

**APPOINTMENT OF ADDITIONAL TURNKEY  
ELECTRIFICATION CONTRACTORS INTO CONTRACT NO:  
EPMLM/8/3/495**

**CIDB GRADING: 6EP OR HIGHER**

**APRIL 2026**

PREPARED FOR AND BY

**THE MUNICIPAL MANAGER**

**EPHRAIM MOGALE LOCAL MUNICIPALITY**

Private Bag x 111

**MARBLE HALL**

0450

Tel: (013) 261 8400

Fax: (013) 261 4055

**NAME OF BIDDER** : \_\_\_\_\_

**CSD SUPPLIER NO** : \_\_\_\_\_

**CRS (CIDB) NO** : \_\_\_\_\_

**TENDERED AMOUNT (FIGURES)** : \_\_\_\_\_

**TEL NUMBER** : \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

## EPHRAIM LOCAL MUNICIPALITY



### APPOINTMENT OF ADDITIONAL TURNKEY ELECTRIFICATION CONTRACTORS INTO CONTRACT NO: EPMLM/8/3/495

#### EPMLM/8/3/545

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**ETENDER**



**EPHRAIM MOGALE LOCAL MUNICIPALITY**  
**APPOINTMENT OF ADDITIONAL TURNKEY ELECTRIFICATION**  
**CONTRACTORS INTO CONTRACT NO: EPMLM/8/3/495**  
**BID NUMBER: EPMLM/8/3/545**

**IMPORTANT NOTICE ON DISQUALIFICATIONS**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable Bid”, and as such will be rejected.

The Municipality shall adjudicate and award tenders in accordance with **the Preferential Procurement Policy Framework Act 5 of 2000 and revised Preferential Procurement Regulation of 2022** on 100 points functionality and on a 80/20 points system, where 80 points are for the price and 20 points for Specific goals according to the said legislation.

1. If the bidder is not registered on the National Treasury’s Central Supplier Database (CSD) with a compliant tax status and active business status,
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e only lump sums provided.
4. Scratching out without initialising next to the amended rates or information, writing over or painting out rates affecting evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. The Bid document has not been properly signed by a party having Authority to do so, according to the example of “**Authority of Signatory**”.
7. No authority of signatory submitted – where it is stated that a **duly signed and dated original or certified copy of the company’s relevant resolution on the company letterhead** of their members or their board of directors, must submitted.
8. **Particulars required in respect of the bid have not been completed, except if information required on Preference Schedule in respect of specific goals, is not completed, the bid will not be disqualified but no preference points will be awarded.**
9. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
10. The bid has been submitted either in the wrong tender box or after the relevant closing date and time.
11. If any municipal rates and taxes or municipal service charges are owed by the bidder and any of it directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
12. If any bidder who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
13. The Accounting Officer must ensure that irrespective of the procurement process followed, no ward may be given to a person;
  - i. Who is in the service of the state, or

- ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state, or
  - iii. Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
14. Bid offers will be rejected if the bidder or any of its directors is(are) listed on the National Treasury List of Restricted Suppliers and List of Tender Defaulters, as persons prohibited from doing business with the state.
  15. Bid offers will be rejected if the bidder has abused the Ephraim Mogale Local Municipality's Supply Chain Management System.
  16. Failure to attach a copy of a valid signed Joint Venture/Consortium Agreement (if applicable) to the bid document.
  17. Form of Offer and Acceptance not completed (**amount in figure and words**) and signed by the authorised signatory.
  18. Not signing of all relevant forms in the tender document on the spaces provided.

E TENDER

## T1.1: BID NOTICE AND INVITATION TO BID



### EPHRAIM MOGALE LOCAL MUNICIPALITY

#### BID NUMBER: EPMLM/8/3/545

Bids are hereby invited for the **APPOINTMENT OF ADDITIONAL TURNKEY ELECTRIFICATION CONTRACTORS INTO CONTRACT NO: EPMLM/8/3/495** in Ephraim Mogale Local Municipality in Limpopo.

Bid documents are available from the Cashier's Office, Ephraim Mogale Local Municipality for a non-refundable bid fee and also for free download on [www.etenders.gov.za](http://www.etenders.gov.za).

It is estimated that tenderers should have an estimated CIDB contractor grading of **6EP OR HIGHER**

Only bidders who comply with the following requirements are eligible to submit bids:

- Register with CIDB and having an estimated grading of **6EP OR HIGHER**
- Having a professional indemnity
- Bids will be evaluated on the 80/20 points system.
- Bids will be evaluated on the functionality with a minimum qualifying score of 70 points.

|            |  | Minimum Qualifying Score |
|------------|--|--------------------------|
| Consultant | Company experience=20; Key Personnel=25; professional indemnity=5; Total=50                    | 35                       |
| Contractor | Company experience=20; Key Personnel=15; plants & Equipment=10; Financial capacity=5; Total=50 | 35                       |
| Total      |  | 70                       |

Bid documents will be obtainable as from **Thursday, 9 April 2026** at the offices of Ephraim Mogale Local Municipality (not on Site, in Marble Hall, upon of a non-refundable amount of **R1870** only cash or bank guaranteed cheque made out to Ephraim Mogale Local Municipality will be acceptable.

A Compulsory tender clarification meeting (briefing session) will be held on the **14<sup>th</sup> of April 2026 at 11h00am, Municipal Townhall.**

All bids will remain valid for a period of ninety (90) days after the time and date of opening. Late submissions, telegraphic, telegraphic or e-mail transmission bid will not be accepted. Ephraim Mogale Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept a bid as a whole or in part.

All bids and supporting documents must be sealed in a cover clearly marked "**BID No. EPMLM/8/3/545: APPOINTMENT OF ADDITIONAL TURNKEY CONTRACTORS INTO CONTRACT NO: EPMLM/8/3/495**" and must be deposited in the bid box at **ground floor Finance Department, Ephraim Mogale Local Municipality, Marble Hall, not later than the 8<sup>th</sup> May 2026 at 12h00**

Supply Chain Management related enquiries can be directed to the SCM Office of Ephraim Mogale Local Municipality on **013 261 8450 / 8462 / 8496 / 8448 / 8541** or by email to [ephmlmsupplychain@emogalelm.gov.za](mailto:ephmlmsupplychain@emogalelm.gov.za). Technical related enquiries can be directed to **Mr. S Marima** from Project Management Unit of Ephraim Mogale Local Municipality on **013 261 8471 / [smarima@emogalelm.gov.za](mailto:smarima@emogalelm.gov.za)**.

**MOROPA M.E.**

**MUNICIPAL MANAGER**

## T1.2: BID DATA

The Conditions of bid in the Standard Conditions of bid as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* contains references to the bid Data for details that apply specifically to this bid.

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

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

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

**F.1.1** The Employer for this Contract is: **EPHRAIM MOGALE LOCAL MUNICIPALITY.**

**F.1.2 Bid Documents**

**The Bid Document consists of the following:**

**BID**

Part T1: Bidding Procedures

Part T2: Returnable Documents

**CONTRACT**

Part C1: Agreements and Contract Data

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

**DRAWINGS**

The bid Document with the drawings shall be obtained from the Employer or his authorized representative at the physical addresses stated in the bid notice, upon payment of the deposit stated.

**F.1.4 The Employer's agent is:**

Name : Mr. S Marima  
Telephone : (013) 261 8471

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

The Employer is not obliged to accept the lowest or any bid offer.

**F.2.1 Eligibility**

A bidder will not be eligible to submit a bid if:

- (a) The Contractor submitting the bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) The bidder does not have the legal capacity to enter into the contract.
- (c) The Contractor submitting the BID is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;

- (d) The bidder does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

Only those bidders who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading equal to or higher than a contractor grading designation **6EP OR HIGHER** or higher **6EP OR HIGHER** or a combined grading (in the case of a joint venture) equal or higher than **6EP OR HIGHER** as defined in the Regulations (09 August 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit BIDs for this contract.

#### **F.2.7 Site visit and clarification meeting**

The arrangements for the compulsory clarification meeting are as stated in the Bid Notice and Invitation to bid -A Compulsory tender clarification meeting (briefing session) will be held on the **14<sup>th</sup> of April 2026, Tuesday at 11h00am, Municipal Townhall.**

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

- (a) Value Added Tax
  - The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.
  - The successful bidder shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.
  - Payment of VAT to non-VAT vendors shall be processed from the month in which the bidder's liability with the South African Revenue Services is effective.

#### **F.2.11 Alterations to document**

A BID offer shall not be considered if alterations have been made to the forms of bid data or contract data (unless such alterations have been duly authenticated by the bidder) or if any particulars required therein have not been completed in all respects.

#### **F.2.12 Alternative bid offers**

No alternative offers will be considered.

#### **F2.13 Submitting a bid Offer**

**F.2.13.1** No Bidder may submit more than one Bid as set out in this clause in the Standard Conditions of Bid

**F.2.13.3** Bid offers shall be submitted as an original only.

Under no circumstances whatsoever may the bid forms be retyped or redrafted.

Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

**F.2.15 Closing Time**

The closing time for submission of bid Offers is: 12:00 hrs. on the **8<sup>th</sup> May 2026, Friday**. Telephonic, telegraphic, telex, facsimile, electronic or e-mailed BIDs will not be accepted.

**F.2.16 Bid offer validity**

The bid Offer validity period is 90 days from the closing time for submission of bids.

**F.2.17** The Bided lump sums and rates shall be final and binding irrespective of the total Bid price

**F.2.19 Access**

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

**F.2.22 Return of bid Documents**

Not applicable.

**F.2.23 Certificates**

The bidder is required to submit with his bid the following Mandatory documents:

- Valid Proof of registration with CIDB
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures.
- Certified Copies of Appointment letters and Completion certificate of relevant project
- Valid proof of registration with the compensation for occupational injuries and Diseases Act (COIDA)
- Municipal Account not older than 3 months for both directors and company
- Valid proof of registration as electrical contractor with the Department of Labour

Additional Mandatory requirements

The Municipality adheres to all the acts relevant to procurements of goods and/or Services and its supply chain management policy. The Prescriptions of the Constitution and industry Development Board (CIDB) will apply.

**F.3.4 Opening of bid Submissions**

The time and location for opening of the **bid** offers are:

**Time** : 12:00 hrs. **Date:** 8 May 2026

Location / Venue: **Finance Building, Marble Hall: EPHRAIM MOGALE LOCAL MUNICIPALITY**

Bid box,  
Tel No (013) 261 8400

**F.3.5** The two-envelope system will **not** apply to this bid.

**F.3.11 Evaluation of bid Offers**

Bidders will be evaluated on quality, price and preference. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original Bid document will render the Bid non-responsive. Failure to comply with the above requirements will result in the Bid being disqualified.

The Bid evaluation will be conducted as follows:

**1(a) First**

Bid documents that have been disassembled and copies of the Bid documents will be disqualified outright.

**1(b) Second**

Bidders will be checked for compliance with Bid Conditions and administrative responsiveness. Non-compliance with any of the requirements will render the Bid non-responsive and it will not be carried forward to the next stage. (refer to 2(a) below).

**1(c) Third**

The Bidder's experience, staffing, plants & equipment's and financial capacity, will be evaluated. Each Bid will be assessed and awarded points for Functionality. The bid will be subjected to functionality evaluation as per the criteria enlisted under evaluation criteria where bidders will be required to obtain a minimum qualifying score of 35 points for phase 1 (consultant) and a minimum qualifying score of 35 points for phase 2 (Contractor) which totals 70 points required to be further evaluated for the price and preferential points.

Only Bidders that score the specified minimum number of points for Functionality will be deemed to be acceptable and carried forward to the next stage. The rest will be disqualified. The points for functionality will not be carried forward to the remainder of the evaluation. (refer to 2(b) below)

**1(d) Fourth**

Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20. (Refer to 2(c) below)

**1(e) Fifth**

Points for specific goal will be awarded in accordance with EPMLM approved policy as per the amended Preferential Procurement regulations, 2022. refer to 2(d) below)

**1(f) Final**

The Bid will be awarded to the short-listed Bidder who has scored the highest points for price and specific goals, unless there are justifiable, objective reasons to award the Bid to another Bidder. However, the Employer retains the right not to accept any Bid. Refer to (2e) below)

**2(a) Compliance with Bid Conditions and other Requirements**

The Bid will be checked to ensure that they comply with the Bid Conditions and all other requirements of the project document. In particular, the following documentation must be completed, signed and included in the Bid:

- a) Certificate of attendance at site inspection, to be signed onsite inspection attendance register, only applicable in case were there is a compulsory site meeting for the bid.
- b) Certificate of Authority for Signature. For JV's a JV Agreement shall be provided (if applicable)
- c) Record of addenda to Bid documents.
- d) Certificate of non- collusive Bid
- e) Compliance with Occupational Health and Safety Act
- f) Compulsory enterprise questionnaire.
- g) Financial details, statements and bank references.
- h) Declaration of bidder's past supply chain management practices.
- i) Declaration of interest
- j) Construction industries development board registration.
- k) Form C1.1 – Form of Offer and Acceptance
- l) Contract Data Section 2: Data provided by the contractor

Failure to comply with the Bid Conditions or to supply the necessary information at Bid closure **WILL** result in the Bid being rejected. Non submission of any of the forms listed

above will result in the Bid being rejected as non-responsive.

## 2(b) Second Stage in Evaluation: Quality or Functionality: Points System

A brief description of the scoring system is given below. A tabulated score sheet which will be used in the evaluation is as shown below.

The Bidder must be able to demonstrate that he understands the project and the various tasks required. Innovative solutions will be viewed favourably. For a definition of all terms, refer to Scope of Works. Bidders' submissions will be evaluated based on compliance with the following criteria to determine the responsiveness to the bid requirements:

- I. Organogram and CV's for key personnel
- II. Capability statement of the company with regard to this type of work in general, and the

Specifications of this bid. Provide project descriptions of similar completed projects, highlighting similarities between the completed projects and the specifications of this project. Highlight experience with similar projects in South Africa for similar electrical distribution authorities in the past 5 years. Provide contact details of employers for these projects. Points will be awarded for each project completed that is at least one grading lower than the CIDB grading called for this project.

- III. Plant and equipment: Indicate own and hired equipment, clearly indicating equipment to

be used specifically for this project.

- IV. Bank rating: Bidder's bank to complete the included form

### Functionality

The bid will be subjected to functionality evaluation as per the criteria below. Bidders will be required to obtain a minimum qualifying score of 35 points for phase 1 (consultant) and a minimum qualifying score of 35 points for phase 2 (Contractor) which totals a minimum of 70 points required to be further evaluated for the price and preferential points.

| Clause Number  | Tender Data  |                              |                   |  |                   |   |  |  |    |     |                             |                     |    |   |                       |    |   |                       |    |   |                       |    |  |                       |  |  |  |  |
|--|--|------------------------------|-------------------|--|-------------------|---|--|--|----|-----|-----------------------------|---------------------|----|---|-----------------------|----|---|-----------------------|----|---|-----------------------|----|--|-----------------------|--|--|--|--|
|  | <p>Functionality for Consultant [Phase 1]</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: left;">Functionality for Consultant</th> <th style="text-align: center;">Points Allocation</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="padding: 5px;"><b><u>Company Experience for Professional Service</u></b> in Design &amp; Overseeing of Electrification Projects [attach 4 Appointment Letters &amp; completion Certificates]</td> <td rowspan="5" style="text-align: center; vertical-align: middle;">20</td> </tr> <tr> <td style="text-align: center; width: 5%;">No.</td> <td style="text-align: center; width: 55%;">List reference with details</td> <td style="text-align: center; width: 40%;">Maximum points (20)</td> </tr> <tr> <td style="text-align: center;">1.</td> <td>Design &amp; Overseeing projects with value of above R10m</td> <td style="text-align: center;">5 points each project</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Design &amp; Overseeing projects with value of R6 to R10m</td> <td style="text-align: center;">3 points each project</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Design &amp; Overseeing projects with value of R3m to R5.9m</td> <td style="text-align: center;">2 points each project</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Design &amp; Overseeing projects with value of less than R3m</td> <td style="text-align: center;">1 points each project</td> </tr> <tr> <td colspan="4" style="padding: 5px;">The tenderer to attach 4 largest appointment letters &amp; their respective completion certificates. Failure to submit the required Appointment Letter and Completion Certificates for each project signed by all parties namely: The Employer, the Contractor, and the Engineer, will result in the bidder getting zero points.</td> </tr> </tbody> </table> | Functionality for Consultant |                   |  | Points Allocation | <b><u>Company Experience for Professional Service</u></b> in Design & Overseeing of Electrification Projects [attach 4 Appointment Letters & completion Certificates] |  |  | 20 | No. | List reference with details | Maximum points (20) | 1. | Design & Overseeing projects with value of above R10m | 5 points each project | 2. | Design & Overseeing projects with value of R6 to R10m | 3 points each project | 3. | Design & Overseeing projects with value of R3m to R5.9m | 2 points each project | 4. | Design & Overseeing projects with value of less than R3m | 1 points each project | The tenderer to attach 4 largest appointment letters & their respective completion certificates. Failure to submit the required Appointment Letter and Completion Certificates for each project signed by all parties namely: The Employer, the Contractor, and the Engineer, will result in the bidder getting zero points. |  |  |  |
| Functionality for Consultant   |  |                              | Points Allocation |  |                   |   |  |  |    |     |                             |                     |    |   |                       |    |   |                       |    |   |                       |    |  |                       |  |  |  |  |
| <b><u>Company Experience for Professional Service</u></b> in Design & Overseeing of Electrification Projects [attach 4 Appointment Letters & completion Certificates]  |  |                              | 20                |  |                   |   |  |  |    |     |                             |                     |    |   |                       |    |   |                       |    |   |                       |    |  |                       |  |  |  |  |
| No.  | List reference with details  | Maximum points (20)          |                   |  |                   |   |  |  |    |     |                             |                     |    |   |                       |    |   |                       |    |   |                       |    |  |                       |  |  |  |  |
| 1.   | Design & Overseeing projects with value of above R10m  | 5 points each project        |                   |  |                   |   |  |  |    |     |                             |                     |    |   |                       |    |   |                       |    |   |                       |    |  |                       |  |  |  |  |
| 2.   | Design & Overseeing projects with value of R6 to R10m  | 3 points each project        |                   |  |                   |   |  |  |    |     |                             |                     |    |   |                       |    |   |                       |    |   |                       |    |  |                       |  |  |  |  |
| 3.   | Design & Overseeing projects with value of R3m to R5.9m  | 2 points each project        |                   |  |                   |   |  |  |    |     |                             |                     |    |   |                       |    |   |                       |    |   |                       |    |  |                       |  |  |  |  |
| 4.   | Design & Overseeing projects with value of less than R3m   | 1 points each project        |                   |  |                   |   |  |  |    |     |                             |                     |    |   |                       |    |   |                       |    |   |                       |    |  |                       |  |  |  |  |
| The tenderer to attach 4 largest appointment letters & their respective completion certificates. Failure to submit the required Appointment Letter and Completion Certificates for each project signed by all parties namely: The Employer, the Contractor, and the Engineer, will result in the bidder getting zero points. |  |                              |                   |  |                   |   |  |  |    |     |                             |                     |    |   |                       |    |   |                       |    |   |                       |    |  |                       |  |  |  |  |

| Clause Number                             | Tender Data |  |   |                          |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
|---|-------------|--|---|--------------------------|--------------------------|--|--------------------------|-------------------|-----------------|-------------|---|---|---|---|-------------|---|---|---|---|-----------------|---|---|---|---|---|--|------------|--|--------------------------|-------------------|-----------------|-------------|---|---|---|---|------------------------|---|---|---|---|-----------------------------|---|--------------------------------|-----------|-------------------------------|-----------|
|   |             | <p><b>Management and Key Staff</b></p> <p>1. Project Engineer <b>[Max 15 Points]</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th colspan="2" rowspan="2">Qualification<br/>(Electrical Engineering)</th> <th colspan="2">Experience</th> <th rowspan="2">ECSA<br/>registratio<br/>n</th> </tr> <tr> <th>Less than<br/>5yrs</th> <th>5yrs &amp;<br/>above</th> </tr> </thead> <tbody> <tr> <td>NQF level 6</td> <td>1</td> <td>1</td> <td>2</td> <td>3</td> </tr> <tr> <td>NQF Level 7</td> <td>4</td> <td>1</td> <td>4</td> <td>3</td> </tr> <tr> <td>NQF level 8 &amp; 9</td> <td>6</td> <td>3</td> <td>6</td> <td>3</td> </tr> </tbody> </table> <p style="text-align: right; margin-right: 10px;">15</p> <p>2. Resident Engineer <b>[Max 10 Points]</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th colspan="2" rowspan="2">Qualification<br/>(Electrical Engineering)</th> <th colspan="2">Experience</th> <th rowspan="2">ECSA<br/>registratio<br/>n</th> </tr> <tr> <th>Less than<br/>5yrs</th> <th>5yrs &amp;<br/>above</th> </tr> </thead> <tbody> <tr> <td>NQF level 6</td> <td>1</td> <td>1</td> <td>2</td> <td>3</td> </tr> <tr> <td>NQF Level 7 &amp;<br/>above</td> <td>4</td> <td>1</td> <td>3</td> <td>3</td> </tr> </tbody> </table> <p style="text-align: right; margin-right: 10px;">10</p> <p>*Bidders to attach proof of qualification, CV and ECSA registration to claim points. Failure to attach proof will result in the bidder getting zero for ECSA and Experience.<br/>                     *Bidders to attach SAQA accreditation in case of foreign qualification. Failure to attach proof will result in the bidder getting zero points for qualification.<br/>                     *ECSA registration is compulsory for project Engineer</p> <table border="1" style="width: 100%;"> <tr> <td>Professional indemnity (PI)</td> <td style="text-align: right;">5</td> </tr> <tr> <td><b>Total Points Achievable</b></td> <td style="text-align: right;"><b>50</b></td> </tr> <tr> <td><b>Minimum Score Required</b></td> <td style="text-align: right;"><b>35</b></td> </tr> </table> | Qualification<br>(Electrical Engineering) |                          | Experience               |  | ECSA<br>registratio<br>n | Less than<br>5yrs | 5yrs &<br>above | NQF level 6 | 1 | 1 | 2 | 3 | NQF Level 7 | 4 | 1 | 4 | 3 | NQF level 8 & 9 | 6 | 3 | 6 | 3 | Qualification<br>(Electrical Engineering) |  | Experience |  | ECSA<br>registratio<br>n | Less than<br>5yrs | 5yrs &<br>above | NQF level 6 | 1 | 1 | 2 | 3 | NQF Level 7 &<br>above | 4 | 1 | 3 | 3 | Professional indemnity (PI) | 5 | <b>Total Points Achievable</b> | <b>50</b> | <b>Minimum Score Required</b> | <b>35</b> |
| Qualification<br>(Electrical Engineering) |             | Experience   |   |                          | ECSA<br>registratio<br>n |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
|   |             | Less than<br>5yrs  | 5yrs &<br>above                           |                          |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
| NQF level 6                               | 1           | 1  | 2   | 3                        |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
| NQF Level 7                               | 4           | 1  | 4   | 3                        |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
| NQF level 8 & 9                           | 6           | 3  | 6   | 3                        |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
| Qualification<br>(Electrical Engineering) |             | Experience   |   | ECSA<br>registratio<br>n |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
|   |             | Less than<br>5yrs  | 5yrs &<br>above                           |                          |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
| NQF level 6                               | 1           | 1  | 2   | 3                        |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
| NQF Level 7 &<br>above                    | 4           | 1  | 3   | 3                        |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
| Professional indemnity (PI)               | 5           |  |   |                          |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
| <b>Total Points Achievable</b>            | <b>50</b>   |  |   |                          |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |
| <b>Minimum Score Required</b>             | <b>35</b>   |  |   |                          |                          |  |                          |                   |                 |             |   |   |   |   |             |   |   |   |   |                 |   |   |   |   |   |  |            |  |                          |                   |                 |             |   |   |   |   |                        |   |   |   |   |                             |   |                                |           |                               |           |

Functionality for Contractor [Phase 2]

| Functionality for Contractor   |   | Points Allocation     |                             |                     |    |  |                       |    |  |                       |    |  |                       |    |   |                       |    |
|--|---|-----------------------|-----------------------------|---------------------|----|--|-----------------------|----|--|-----------------------|----|--|-----------------------|----|---|-----------------------|----|
| <p><b>Company Experience for Construction Service</b> in Electrification Projects [attach Appointment Letters and Completion Certificates]</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>No.</th> <th>List reference with details</th> <th>Maximum points (20)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Construction projects with value of above R10m</td> <td>4 points each project</td> </tr> <tr> <td>2.</td> <td>Construction projects with value of R6 to R10m</td> <td>3 points each project</td> </tr> <tr> <td>3.</td> <td>Construction projects with value of R3m to R5.9m</td> <td>2 points each project</td> </tr> <tr> <td>4.</td> <td>Construction projects with value of less than R3m</td> <td>1 points each project</td> </tr> </tbody> </table> <p>The tenderer to attach 5 largest appointment letters &amp; their respective completion certificates. Failure to submit the required Appointment Letter and Completion Certificates for each project signed by all parties namely: The Employer, the Contractor, and the Engineer, will result in the bidder getting zero points.</p> |   | No.                   | List reference with details | Maximum points (20) | 1. | Construction projects with value of above R10m | 4 points each project | 2. | Construction projects with value of R6 to R10m | 3 points each project | 3. | Construction projects with value of R3m to R5.9m | 2 points each project | 4. | Construction projects with value of less than R3m | 1 points each project | 20 |
| No.  | List reference with details                       | Maximum points (20)   |                             |                     |    |  |                       |    |  |                       |    |  |                       |    |   |                       |    |
| 1.   | Construction projects with value of above R10m    | 4 points each project |                             |                     |    |  |                       |    |  |                       |    |  |                       |    |   |                       |    |
| 2.   | Construction projects with value of R6 to R10m    | 3 points each project |                             |                     |    |  |                       |    |  |                       |    |  |                       |    |   |                       |    |
| 3.   | Construction projects with value of R3m to R5.9m  | 2 points each project |                             |                     |    |  |                       |    |  |                       |    |  |                       |    |   |                       |    |
| 4.   | Construction projects with value of less than R3m | 1 points each project |                             |                     |    |  |                       |    |  |                       |    |  |                       |    |   |                       |    |

| Clause Number                             | Tender Data  |   |   |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
|---|--------------|---|---|--------------|-------------------|-----|-------------------|------------------|----------------|-------------|-----|--------------------|---|---|--------------------|---|---|--------------|-----------|-----------------|----|---|---|---|---|--|------------|--|-----------------|----------------|-------------|---|---|---|---------------------|---|---|---|----|
|   |              | <p><b>Management and Key Staff</b></p> <p><b>Site Agent [Max 8 Points]</b></p> <table border="1"> <thead> <tr> <th colspan="2" rowspan="2">Qualification<br/>(Electrical Engineering)</th> <th colspan="2">Experience</th> <th rowspan="2">ECSA registration</th> </tr> <tr> <th>Less than 10 yrs</th> <th>10 yrs &amp; above</th> </tr> </thead> <tbody> <tr> <td>NQF level 6</td> <td>1</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>NQF Level 7</td> <td>2</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>NQF level 8 &amp; 9</td> <td>3</td> <td>2</td> <td>3</td> <td>2</td> </tr> </tbody> </table> <p><b>Site Foreman [Max 4 Points]</b></p> <table border="1"> <thead> <tr> <th colspan="2" rowspan="2">Qualification<br/>(Electrical Engineering)</th> <th colspan="2">Experience</th> </tr> <tr> <th>Less than 10yrs</th> <th>10 yrs &amp; above</th> </tr> </thead> <tbody> <tr> <td>NQF level 6</td> <td>1</td> <td>1</td> <td>2</td> </tr> <tr> <td>NQF Level 7 &amp; above</td> <td>2</td> <td>1</td> <td>2</td> </tr> </tbody> </table> <p><b>Safety Officer [Max 3 Points]</b></p> <p>0: No formal qualification<br/>                     1: Relevant qualification with less than 5 years' experience<br/>                     3: Relevant qualifications with 5 years' experience and more</p> <p>*Bidders to attach proof of qualification, CV and ECSA registration to claim points. Failure to attach proof will result in the bidder getting zero for ECSA and Experience where applicable.</p> <p>*Bidders to attach SAQA accreditation in case of foreign qualification. Failure to attach proof will result in the bidder getting zero points for qualification.</p> | Qualification<br>(Electrical Engineering) |              | Experience        |     | ECSA registration | Less than 10 yrs | 10 yrs & above | NQF level 6 | 1   | 1                  | 2 | 2 | NQF Level 7        | 2 | 1 | 2            | 2         | NQF level 8 & 9 | 3  | 2 | 3 | 2 | Qualification<br>(Electrical Engineering) |  | Experience |  | Less than 10yrs | 10 yrs & above | NQF level 6 | 1 | 1 | 2 | NQF Level 7 & above | 2 | 1 | 2 | 15 |
| Qualification<br>(Electrical Engineering) |              | Experience  |   |              | ECSA registration |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
|   |              | Less than 10 yrs  | 10 yrs & above                            |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| NQF level 6                               | 1            | 1   | 2   | 2            |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| NQF Level 7                               | 2            | 1   | 2   | 2            |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| NQF level 8 & 9                           | 3            | 2   | 3   | 2            |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| Qualification<br>(Electrical Engineering) |              | Experience  |   |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
|   |              | Less than 10yrs   | 10 yrs & above                            |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| NQF level 6                               | 1            | 1   | 2   |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| NQF Level 7 & above                       | 2            | 1   | 2   |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
|   |              | <p><b>List of Plant</b></p> <table border="1"> <thead> <tr> <th>Required Plant</th> <th>Owned Points</th> <th>Rented Points</th> </tr> </thead> <tbody> <tr> <td>TLB</td> <td>3</td> <td>1.5</td> </tr> <tr> <td>Crane Truck</td> <td>3</td> <td>1.5</td> </tr> <tr> <td>1-ton pickup truck</td> <td>2</td> <td>1</td> </tr> <tr> <td>Rock drilled truck</td> <td>2</td> <td>1</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>10</b></td> <td><b>5</b></td> </tr> </tbody> </table> <p><b>List of plant-</b><br/>                     Tenderer to submit proof of ownership with certification not older than Six months.<br/>                     And in the case of hiring, a letter of intent must be submitted with proof of ownership with certification not older than six months.<br/>                     Bidders will score total points for owning the plants required.<br/>                     In a case of rental/hiring, the bidder will attain half of the points claimable.</p>   | Required Plant                            | Owned Points | Rented Points     | TLB | 3                 | 1.5              | Crane Truck    | 3           | 1.5 | 1-ton pickup truck | 2 | 1 | Rock drilled truck | 2 | 1 | <b>TOTAL</b> | <b>10</b> | <b>5</b>        | 10 |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| Required Plant                            | Owned Points | Rented Points   |   |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| TLB                                       | 3            | 1.5   |   |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| Crane Truck                               | 3            | 1.5   |   |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| 1-ton pickup truck                        | 2            | 1   |   |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| Rock drilled truck                        | 2            | 1   |   |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |
| <b>TOTAL</b>                              | <b>10</b>    | <b>5</b>  |   |              |                   |     |                   |                  |                |             |     |                    |   |   |                    |   |   |              |           |                 |    |   |   |   |   |  |            |  |                 |                |             |   |   |   |                     |   |   |   |    |

| Clause Number  | Tender Data   |                    |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
|--|---|--------------------|--|--|--------------------|------------------|--------------|----------------------|---|--|----------------|---|--|----------------|---|--|----------------|---|--|---------------------|---|--|--|---|--|---|
|  | <table border="1" style="width: 100%;"> <tr> <td colspan="3">Financial Capacity</td> </tr> <tr> <td style="text-align: center;"><b>Bank rating</b></td> <td style="text-align: center;"><b>Weighting</b></td> <td style="text-align: center;"><b>Score</b></td> </tr> <tr> <td>Bank rating =A and B</td> <td style="text-align: center;">5</td> <td></td> </tr> <tr> <td>Bank rating =C</td> <td style="text-align: center;">4</td> <td></td> </tr> <tr> <td>Bank rating =D</td> <td style="text-align: center;">3</td> <td></td> </tr> <tr> <td>Bank rating =E</td> <td style="text-align: center;">2</td> <td></td> </tr> <tr> <td>Bank rating =F to G</td> <td style="text-align: center;">1</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">5</td> <td></td> </tr> </table> <p>Ability of the worker to finance working capital requirement before the first claim is paid by the client.<br/>The tenderer to submit a letter from the bank indicating the bank rating.</p> | Financial Capacity |  |  | <b>Bank rating</b> | <b>Weighting</b> | <b>Score</b> | Bank rating =A and B | 5 |  | Bank rating =C | 4 |  | Bank rating =D | 3 |  | Bank rating =E | 2 |  | Bank rating =F to G | 1 |  |  | 5 |  | 5 |
| Financial Capacity   |   |                    |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
| <b>Bank rating</b>   | <b>Weighting</b>  | <b>Score</b>       |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
| Bank rating =A and B   | 5   |                    |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
| Bank rating =C   | 4   |                    |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
| Bank rating =D   | 3   |                    |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
| Bank rating =E   | 2   |                    |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
| Bank rating =F to G  | 1   |                    |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
|  | 5   |                    |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
|  | Total Points Achievable   | <b>50</b>          |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
|  | Minimum Score Required  | <b>35</b>          |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |
| <p>Bidders must score a minimum of 70 percentage points out of the 100 percentage to qualify for further adjudication.</p> |   |                    |  |  |                    |                  |              |                      |   |  |                |   |  |                |   |  |                |   |  |                     |   |  |  |   |  |   |

**2(c) Fourth Stage in Evaluation: Price**

**The following must be completed in full**

- \* The pricing schedule
- \* The form of offer. No alterations, subtractions or additions may be made to the items in the pricing schedule. All items must be priced or calculated.

A total of 80 points will be awarded to the Bid with the lowest balanced price. The other Bidders will be awarded points based on the ratio of the price under consideration to the lowest price.

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

where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**2(d) Fifth Stage in Evaluation: Specific goal (Ph)**

The Bidders will then be evaluated in terms of the Construction industry scorecard and the PPPFA, 2000 (Act No 5 of 2000); Preferential Procurement regulation, government gazette no 47452 issued on 4 of November 2022 with the values of Ph indicated as the number of points for specific goals shown below.

| The specific goals allocated points in terms of this tender | Means of Verification                                    | Number of points allocated (80/20 system) (To be completed by the organ of state) |
|---|--|---|
| At least 51% Black ownership                                | Identification documents / CSD Report / CIPC Certificate | 10  |
| At least 51% Women Ownership                                | Identification document / CSD Report / CIPC Certificate  | 5   |
| At least 51% People with Disability                         | Medical Report indicating disability                     | 3   |
| At least 51% Youth ownership (18 to 35 Years of age)        | Identification document / CSD Report / CIPC Certificate  | 2   |

**2(e) Final Stage in Evaluation : Calculation of Final Total Points**

The final score or final total points for each Bid will be calculated by adding the scores from the; calculations.

$$P = P_s + P_h$$

**F.3.13 Acceptance of bid Offer****F.3.13.1 Bid offers will only be accepted on condition that:**

- (a) the bid offer is signed by a person authorized to sign on behalf of the Bidder;
- (b) an active and compliant registration on the Central Supplier Database;
- (c) the bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014, is included with his bid submission;
- (d) a bidder who submitted a bid as a Joint Venture has included an acceptable Joint Venture Agreement with his bid;
- (e) the bidder or a competent authorized representative of the contractor who submitted the bid has attended the compulsory clarification meeting or site inspection;
- (f) the contractor who submits the bid has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of bids;
- (g) the bidder or any of its principals is not listed on the register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (h) the bidder has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;
- (i) the bidder or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official

approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the BID submission.

- (j) the employer is satisfied that the bidder or any of his principals have not influenced the BID offer and acceptance by the following criteria:
- a. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
  - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
  - c. having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the bidder's favour;
  - d. having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Bidding for this Contract or as to the amount of the BID to be submitted by either party;
  - e. having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed bid;
  - f. the employer may, in addition to using any other legal remedies, repudiate the bid offer and acceptance and declare the Contract invalid should it have been concluded already.

#### **F.3.18 Copies of Contract**

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

## T1.3: STANDARD CONDITIONS OF BID

### (As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

#### F.1 General

##### F.1.1 Actions

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

##### F.1.2 Bid Documents

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

##### F.1.3 Interpretation

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

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

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

- a) **Comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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

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

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

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

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

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

### **F.2.1 Eligibility**

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

### **F.2.2 Cost of bidding**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **F.2.9 Insurance**

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

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

**F.2.10.1** Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes

(except Value Added Tax (VAT)), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the bid data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the bidder's total of the prices.

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

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

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

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

#### **F.2.12 Alternative bid offers**

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

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

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

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

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

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

**F.2.13.4** Sign the original and all copies of the bid offer where required in terms of the bid data. The Employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders

Proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Bid offer validity**

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

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

**F.2.17 Clarification of bid offer after submission**

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

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other bid documents**

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

## **F.2.23 Certificates**

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

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

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

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew procurement documents.

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

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date of the Bid Notice until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew documents.

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

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

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

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

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

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

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

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

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

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

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

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

Determine whether there has been any effort by a bidder to influence the processing of bid

offers and instantly disqualify a bidder (and his bid offer) if it is established that he engaged in corrupt or fraudulent practices.

### F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) Meets the requirements of these Conditions of Bid,
- b) Has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

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

- Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

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

### F.3.9 Arithmetical errors

Check responsive bid offers for arithmetical errors, correcting them in the following manner:

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

Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

### F.3.10 Clarification of a bid offer

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

### F.3.11 Evaluation of bid offers

#### F3.11.1 General

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

|   |   |
|---|---|
| Method 1:<br>Financial offer                          | <ol style="list-style-type: none"> <li>1) Rank bid offers from the most favourable to the least favourable comparative offer.</li> <li>2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>   |
| Method 2:<br>Financial offer and preferences          | <ol style="list-style-type: none"> <li>1) Score bid evaluation points for financial offer.</li> <li>2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing.</li> <li>3) Calculate total bid evaluation points.</li> <li>4) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>  |
| Method 3:<br>Financial offer and quality              | <ol style="list-style-type: none"> <li>1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.</li> <li>2) Score bid evaluation points for financial offer.</li> <li>3) Calculate total bid evaluation points.</li> <li>4) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>   |
| Method 4:<br>Financial offer, quality and preferences | <ol style="list-style-type: none"> <li>1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.</li> <li>2) Score bid evaluation points for financial offer.</li> <li>3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for Preferencing.</li> <li>4) Calculate total bid evaluation points.</li> <li>5) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol> |

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

#### F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive bid offers using either formulas 1 or 2 below as stated in the Bid Data:

| Formula | Basis for comparison                      | Option 1                      | Option 2 |
|---------|---|-------------------------------|----------|
| 1       | Highest price or discount                 | $(1 + \frac{(P - P_m)}{P_m})$ | $P/P_m$  |
| 2       | Lowest price or percentage commission/fee | $(1 - \frac{(P - P_m)}{P_m})$ | $P_m/P$  |

where:

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

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

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

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

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

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

**F.3.13 Acceptance of bid offer**

**F.3.13.1** Accept bid offer only if the bidder satisfies the legal requirements stated in the Bid Data.

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

**F.3.14 Notice to unsuccessful bidders**

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

**F.3.15. Prepare contract documents**

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

- a) Addenda issued during the bid period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the employer and the successful bidder, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

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

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

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

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

## PART T2: RETURNABLE SCHEDULES

| TABLE OF CONTENTS |   | Page |
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| T2.1:             | LIST OF RETURNABLE DOCUMENTS.....                         | T.21 |
| T2.2:             | RETURNABLE SCHEDULES TO BE COMPLETED<br>BY TENDERER ..... | T.22 |

TENDER

## T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

### 1 Returnable Schedules required only for tender evaluation purposes

|   |  |  |
|---|--|--|
| A | MBD 1 – BIDDING INFORMATION & TERMS OF BIDDING         |  |
| B | MDB 4 - DECLARATION OF INTEREST                        |  |
| C | MDB 6.1 - PREFERENCE SCHEDULE AND VERIFICATION         |  |
| D | MBD 6.2 – LOCAL PRODUCTION & CONTENT                   |  |
| E | MDB 8 - PAST SCM PRACTICES                             |  |
| F | MDB 9 - CERTIFICATE OF INDEPENDENT BID                 |  |
| G | AUTHORITY OF SIGNATORY                                 |  |
| H | BANKING DETAILS AND RATING                             |  |
| I | MUNICIPAL UTILITY ACCOUNT                              |  |
| J | SCHEDULE OF PROPOSED SUBCONTRACTORS                    |  |
| K | RECORD OF ADDENDA                                      |  |
| L | SCHEDULE OF TENDERER'S EXPERIENCE                      |  |
| M | KEY PERSONNEL  |  |
| N | CENTRAL SUPPLIER DATABASE                              |  |
| O | CONSTRUCTION INDUSTRY DISTRIBUTION BOARD               |  |
| P | COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT1993 |  |
| Q | REGISTRATION AS ELECTRICAL CONTRACTOR                  |  |
| R | SCHEDULE OF LABOUR                                     |  |
| S | FORM OF OFFER  |  |

NB: Mandatory documents will also be used for the evaluation

**2. Other documents required only for bid evaluation purposes**

|  | <b><u>Documents to attach</u></b>         |
|--|---|
|  | Board resolution on authority to sign     |
|  | Letter from the bank – details and Rating |
|  | Municipal accounts (company and director) |
|  | Appointment and completion letters        |
|  | Key CVs and certified qualification       |
|  | Proof of plant and equipment              |
|  | CIDB registration                         |
|  | COIDA letter                              |
|  | CSD                                       |
|  | Identity document of Directors            |
|  | Registration as Electrical Contractor     |
|  | Professional Indemnity                    |

## FORM A: MBD 1

PART A  
INVITATION TO BID

## YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EPHRAIM MOGALE LOCAL MUNICIPALITY

|             |               |               |            |               |       |
|-------------|---------------|---------------|------------|---------------|-------|
| BID NUMBER: | EPMLM/8/3/545 | CLOSING DATE: | 08-05-2026 | CLOSING TIME: | 12:00 |
|-------------|---------------|---------------|------------|---------------|-------|

|             |   |
|-------------|---|
| DESCRIPTION | APPOINTMENT OF ADDITIONAL TURNKEY ELECTRIFICATION CONTRACTORS INTO CONTRACT NO: EPMLM/8/3/495 |
|-------------|---|

## THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT;

## EPHRAIM MOGALE LOCAL MUNICIPALITY (BUDGET &amp; TREASURY AND TECHNICAL BUILDING)

NO. 2 FICUS STREET

MARBLE HALL

0450

NOTE: THE BID BOX IS ONLY ACCESSIBLE MONDAY - FRIDAY DURING OFFICE HOURS (08:00 TO 16:30)

## SUPPLIER INFORMATION

|                         |          |  |        |         |      |
|-------------------------|----------|--|--------|---------|------|
| NAME OF BIDDER          |          |  |        |         |      |
| POSTAL ADDRESS          |          |  |        |         |      |
| STREET ADDRESS          |          |  |        |         |      |
| TELEPHONE NUMBER        | CODE     |  | NUMBER |         |      |
| CELLPHONE NUMBER        |          |  |        |         |      |
| FACSIMILE NUMBER        | CODE     |  | NUMBER |         |      |
| E-MAIL ADDRESS          |          |  |        |         |      |
| VAT REGISTRATION NUMBER |          |  |        |         |      |
| TAX COMPLIANCE STATUS   | TCS PIN: |  | OR     | CSD No: | MAAA |

|   |   |  |   |
|---|---|--|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| TOTAL NUMBER OF ITEMS OFFERED   | .....   | TOTAL BID PRICE  | R .....   |
| SIGNATURE OF BIDDER   | .....   | DATE   | .....   |

|   |       |
|---|-------|
| CAPACITY UNDER WHICH THIS BID IS SIGNED | ..... |
|---|-------|

## BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

|                  |                    |
|------------------|--------------------|
| DEPARTMENT       | SCM                |
| CONTACT PERSON   | JOSEPH MADISHA     |
| TELEPHONE NUMBER | 013 261 8450/ 8462 |
| FACSIMILE NUMBER | 013 261 4055       |

## TECHNICAL INFORMATION MAY BE DIRECTED TO:

|                  |                          |
|------------------|--------------------------|
| CONTACT PERSON   | Solomon Marima           |
| TELEPHONE NUMBER | 013 261 8471             |
| FACSIMILE NUMBER | 013 261 4055             |
| E-MAIL ADDRESS   | smarima@emogalelm.gov.za |

|                |  |
|----------------|--|
| E-MAIL ADDRESS | <a href="mailto:ephmlmsupplychain@emogalelm.gov.za">ephmlmsupplychain@emogalelm.gov.za</a> |
|----------------|--|

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**FORM B: MBD4**

**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 and/or take an oath declaring his/her interest.

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

- 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 person 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 bidder and any persons in the service of the state who may be involved with the evaluation and adjudication of this bid? YES  / NO

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars

.....  
.....

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

3.13.1 If yes, furnish particulars

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other 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 | Employee Number |
|-----------|-----------------|-----------------|
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |

**CERTIFICATION**

**I, THE UNDERSIGNED**

**(NAME)** .....

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

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

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

**FORM C : MBD 6.1****MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     | <b>80</b>     |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>     |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

| The specific goals allocated points in terms of this tender | Means of Verification                                    | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) |
|---|--|--|
| At least 51% Black ownership                                | Identification documents / CSD Report / CIPC Certificate | 10   |
| At least 51% Women Ownership                                | Identification document / CSD Report / CIPC Certificate  | 5  |
| At least 51% People with Disability                         | Medical Report indicating disability                     | 3  |
| At least 51% Youth ownership (18 to 35 Years of age)        | Identification document / CSD Report / CIPC Certificate  | 2  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

- Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

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

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, 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, 2022 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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 this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| <b>Electrical cables</b>                       | <b>90%</b>                          |
| <b>Bare copper earth wire</b>                  | <b>90%</b>                          |
| <b>Steel masts/Street lighting steel poles</b> | <b>100%</b>                         |
| <b>Steel reinforcing</b>                       | <b>100%</b>                         |
| <b>Cement</b>                                  | <b>100%</b>                         |
| <b>LED flood light fittings</b>                | <b>60%</b>                          |

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

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

- 3.1 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):

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

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

4. 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_development/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
- (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)                                       | <b>R</b> |
| Imported content (x), as calculated in terms of SATS 1286:2011     | <b>R</b> |
| 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 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

BIDDER



**FORM E: MBD 8**

**MBD 8**

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

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

| Item  | Question  | Yes                             | No                             |
|-------|---|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><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)?<br><br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>   | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:  |                                 |                                |
| 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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars:  |                                 |                                |

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js367bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

---

that:

(Name of Bidder)

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

**MBD 9**

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

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

**MBD 9**

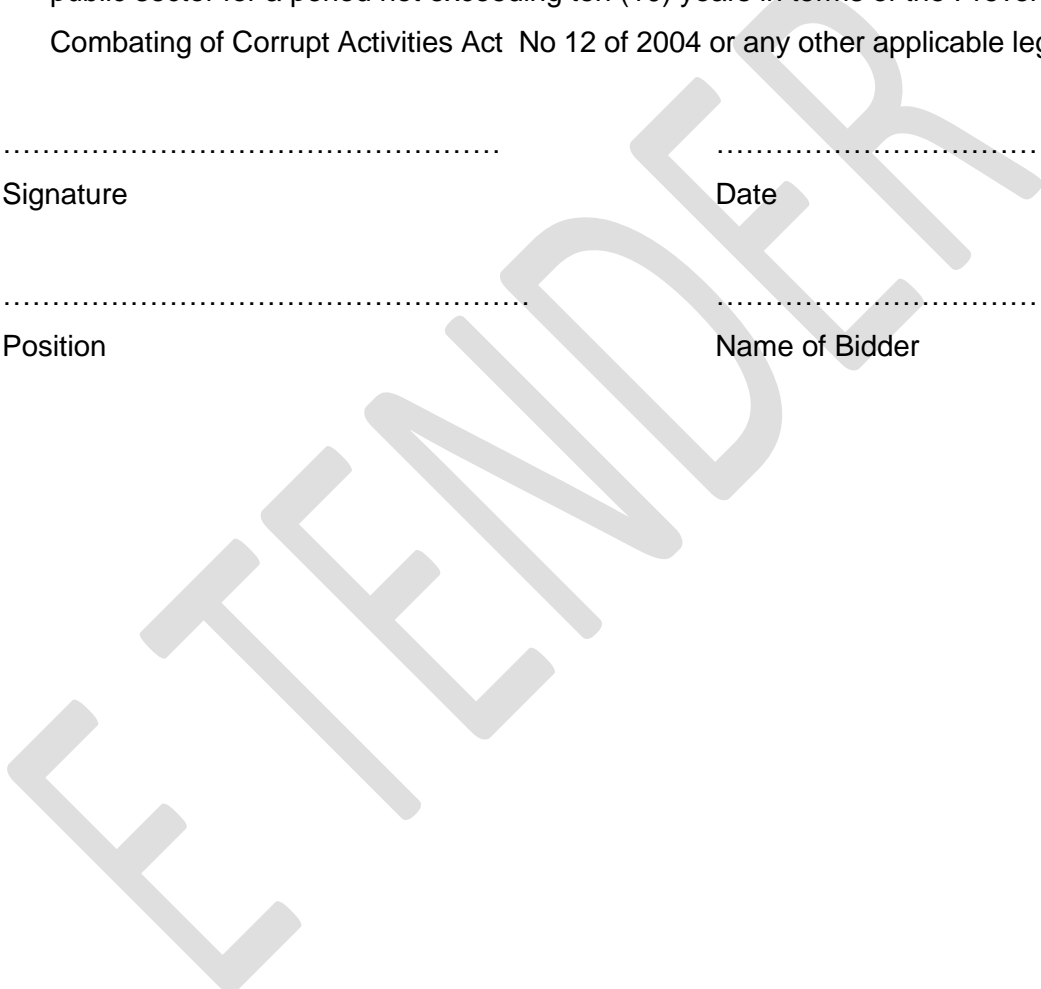
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**FORM G: CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. **THE TENDERER MUST COMPLETE THE CERTIFICATE SET OUT BELOW FOR THE RELEVANT CATEGORY AND ATTACH A LETTER ON THE COMPANY LETTERHEAD.**

Please tick appropriate box:

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

**A. CERTIFICATE FOR COMPANY**

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

As witness

1.....

Chairman

2.....

Date

**B. CERTIFICATE OF PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as ..... hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

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

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

**C. CERTIFICATE FOR JOINT VENTURE**

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

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

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

**D. CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs..... Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

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

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

**E. SOLE PROPRIETOR**

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

As witness

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

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

**BIDDERS SHOULD ATTACH A DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF THE LETTER OF AUTHORITY ON THE COMPANY’S LETTERHEAD, FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE**

**FORM H: BIDDER'S BANKING INFORMATION**

**DETAILS OF BIDDERS'S BANK ACCOUNT**

I/We furnish the following information:

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

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

**NOTE:**

**BIDDERS SHOULD ENSURE THAT THEIR BANK ACCOUNT DETAILS HAVE BEEN VERIFIED ON THE CSD REPORT. IF SUCH IS NOT VERIFIED, BIDDERS SHOULD ATTACH A COPY OF THEIR BANK CONFIRMATION LETTER**

**BIDDERS SHOULD ATTACH A LETTER FROM THE BANK TO SUPPORT THE BANK RATING CLAIMED.**

Signature..... Date.....

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

Tenderer.....

**FORM I: DECLARATION WITH REGARDS TO MUNICIPAL SERVICES, RATES AND TAXES**

I \_\_\_\_\_ the undersigned, declare on behalf of (Name of Bidder) \_\_\_\_\_ that;

the bidder and any of its director(s) does not owe any municipal services, rates and taxes to the municipality or any other municipality or municipal entity any amount which could be in arrears for an period for a period more than three months.

In the event that this declaration is found to be false, the bid will be rejected and found to be nonresponsive.

| 1. COMPANY ACCOUNT                 |                |                          |
|------------------------------------|----------------|--------------------------|
| NAME OF MUNICIPALITY               | ACCOUNT NUMBER | ACCOUNT / PROPERTY OWNER |
|                                    |                |                          |
| 2. ACCOUNTS OF COMPANY DIRECTOR(S) |                |                          |
| NAME OF MUNICIPALITY               | ACCOUNT NUMBER | ACCOUNT / PROPERTY OWNER |
|                                    |                |                          |
|                                    |                |                          |
|                                    |                |                          |
|                                    |                |                          |
|                                    |                |                          |
|                                    |                |                          |

**NOTE:**  
**TENDERER TO SUBMIT A COPY OF A MUNICIPAL ACCOUNT OF THE COMPANY AND THAT OF ITS DIRECTOR(S) NOT IN ARREARS AND NOT OLDER THAN THREE (03) MONTHS; OR**

**IN THE EVENT THAT THE BIDDER IS LEASING, A LEASE AGREEMENT ALONG WITH THE ACCOUNT OF THE LEASED PROPERTY SHOULD BE ATTACHED; OR**

**A CONFRIMATION LETTER FROM THE LOCAL MUNICIPALITY NOT OLDER THAN THREE MONTHS CONFIRMING THAT SERVICES ARE NOT CHARGED/LEVIED AND BIDDER DOES NOT OWE**

**(FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)**

Signature..... Date.....

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

Tenderer.....

**FORM J: SCHEDULE OF PROPOSED SUBCONTRACTORS**

Will you be subcontracting on this project?

(Tick the appropriate box)

Yes  / No

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

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

|    | <b>Name of Subcontractor</b> | <b>Contact Details</b> | <b>Description of Work to be executed by Subcontractor</b> |
|----|------------------------------|------------------------|--|
| 1. |                              |                        |  |
| 2. |                              |                        |  |
| 3. |                              |                        |  |
| 4. |                              |                        |  |
| 5. |                              |                        |  |

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

**FORM K: RECORD OF ADDENDA TO TENDER DOCUMENTS**

Was there an addendum issued for this project?

(Tick appropriate box and complete table accordingly)

Yes  / No

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

|     | Date | Title of Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |

Attach additional pages if more space is required.

Signature..... Date .....

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

Tenderer.....

**FORM L: SCHEDULE OF TENDERER'S EXPERIENCE**

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

| INSTITUTION NAME | RELEVANT PROJECT NAME | CONTACT PERSON | CONTACT DETAILS (TEL / CELL) | PROJECT VALUE | PROJECT START & END DATE |
|------------------|-----------------------|----------------|------------------------------|---------------|--------------------------|
|                  |                       |                |                              |               |                          |
|                  |                       |                |                              |               |                          |
|                  |                       |                |                              |               |                          |
|                  |                       |                |                              |               |                          |
|                  |                       |                |                              |               |                          |

*\* The project value on the above table should correspond to the supporting documents that will be attached as returnables or NO functionality points will be allocated.*

**NB: COMPLETE THE TABLE ABOVE ON COMPANY EXPERIENCE (COMPULSORY TABLE) AND ALSO ATTACH PROOF OF PROJECTS LISTED ON THE ABOVE TABLE (FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE) Focus on projects that will qualify for the functionality criteria first**

Signature..... Date .....

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

**FORM M: PROPOSED KEY PERSONNEL**

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

| DESIGNATION                     | NAME OF     |                | NATIONALITY: | SUMMARY OF     |                                   |         | NQF Level |
|---------------------------------|-------------|----------------|--------------|----------------|-----------------------------------|---------|-----------|
|                                 | (i) NOMINEE | (ii) ALTERNATE |              | QUALIFICATIONS | EXPERIENCE AND PRESENT OCCUPATION | PRESENT |           |
| <u>HEADQUARTERS</u>             |             |                |              |                |                                   |         |           |
| PROJECT ENGINEER                |             |                |              |                |                                   |         |           |
| <u>CONSTRUCTION MONITORING</u>  |             |                |              |                |                                   |         |           |
| RESIDENTIAL ENGINEER            |             |                |              |                |                                   |         |           |
| <u>CONSTRUCTION MONITORING</u>  |             |                |              |                |                                   |         |           |
| SITE AGENT                      |             |                |              |                |                                   |         |           |
| <u>CONSTRUCTION SUPERVISORY</u> |             |                |              |                |                                   |         |           |
| SITE FOREMAN                    |             |                |              |                |                                   |         |           |
| <u>CONSTRUCTION OHS</u>         |             |                |              |                |                                   |         |           |
| HEALTH & SAFETY OFFICER         |             |                |              |                |                                   |         |           |

Signature..... Date .....

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

Tenderer.....

**FORM N: CENTRAL SUPPLIER DATABASE REGISTRATION**

No bid will be considered without the bidder being registered on the CSD with an active profile and a Tax Compliant status. Bidders must attached a document from the CSD showing the name of the business and the CSD number to enable live verification from the system

This will be verified during evaluation and again during adjudication. Bidders should ensure that their status stays compliant.

ETENDER

**FORM O: CONSTRUCTION INDUSTRY DEVELOPMENT BOARD  
REGISTRATION**

It is a compulsory requirement that the Municipality only appoint bidder with a suitable and active CIDB registration for construction projects. The requirement for this project is **6EP** or higher and the bidder must attach proof of registration.

Unfortunately, the Municipality don't have the capacity to appoint bidder Emerging into **6EP** or higher bidders musty already be registered for 6EP .

Bidder will not be considered if:

1. They are not registered with CIDB
2. They are not registered for the correct category
3. They are not registered for the correct minimum level of 4
4. The profile/registration is not active (this will be verified online during evaluation)
5. The bidder fail to attach proof.

CIDB registration no: .....

Category: .....

Signature..... Date .....

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

Tenderer.....

**FORM P: COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT,  
1993 AND CONSTRUCTION REGULATIONS, 2014**

The bidder shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

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

ETENDER

**FORM Q: REGISTRATION AS ELECTRICAL CONTRACTOR**

**Only bidder that can proof that they are registered as Electrical Contractors with the Department of Labour will be considered.**

ETENDER

**FORM R: SCHEDULE OF LABOUR**

**RDP 1 (E) SCHEDULE OF LABOUR CONTENT**

The Bidder must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The specified target value is 10%.

**Note:** A minimum of 10% target value should be obtained from Local Labour content

| Type of Labour    | Man-days | Male | Female | Youth | Minimum Wage Rate per Unit | Total Wage Cost (Excl VAT) |
|-------------------|----------|------|--------|-------|----------------------------|----------------------------|
| Permanent Labour  |          |      |        |       |                            |                            |
| Temporary Labour  |          |      |        |       |                            |                            |
| SMME/HDI's Labour |          |      |        |       |                            |                            |
|                   |          |      |        |       | TOTAL                      |                            |
|                   |          |      |        |       | PERCENTAGE                 |                            |

**Notes to Bidder:**

- (1) Labour is defined as hourly paid personnel or personnel paid per task.
- (2) The rate of pay set for the EPWP and/or local labour per task or per day is a minimum equal to the national minimum wage as Gazetted by government. (not EPWP rates)
- (3) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

Signature..... Date .....

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

Tenderer.....

## **THE CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C2: PRICING DATA**

**PART C3: SCOPE OF WORK**

**PART C4: SITE INFORMATION**

**ETENDER**

## **EPHRAIM MOGALE LOCAL MUNICIPALITY**

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**EPHRAIM MOGALE LOCAL MUNICIPALITY**

**APPOINTMENT OF ADDITIONAL TURNKEY CONTRACTORS INTO CONTRACT NO:  
EPMLM/8/3/495**

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

**OFFER**

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

**Contract No EPMLM/8/3/545: APPOINTMENT OF ADDITIONAL TURNKEY ELECTRIFICATION CONTRACTORS INTO CONTRACT NO: EPMLM/8/3/495**

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....  
.....

Rand (in words);

**R** ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

| Signature Block: Bidder       |            |
|-------------------------------|------------|
| Signature .....               | Date ..... |
| Name .....                    |            |
| Capacity .....                |            |
| Name of organization. ....    |            |
| Address of organization ..... |            |
| .....                         |            |
| Signature of witness .....    | Date ..... |
| Name of witness .....         |            |

## Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information  
and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

| <b>Signature Block: Employer</b>  |            |
|---|------------|
| Signature .....   | Date ..... |
| Name .....  |            |
| Capacity .....  |            |
| For the Employer:      Municipal Manager<br>Ephraim Mogale Local Municipality |            |
| Signature of witness .....  | Date ..... |
| Name of witness .....   |            |
| .....   |            |

### Schedule of Deviations

- 1 Subject .....  
Details .....  
.....
- 2 Subject .....  
Details .....  
.....
- 3 Subject .....  
Details .....  
.....
- 4 Subject .....  
Details .....  
.....
- 5 Subject .....  
Details .....  
.....

By the duly authorised representatives signing this agreement, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder 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 bid documents and the receipt by the bidder 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) \_\_\_\_\_  
Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organization)

Name &  
Signature of  
Witness

**For the Employer:**

Signature(s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organization)

Name &  
Signature of  
Witness

## EPHRAIM MOGALE LOCAL MUNICIPALITY

### APPOINTMENT OF ADDITIONAL TURNKEY CONTRACTORS INTO CONTRACT NO: EPMLM/8/3/495

#### C1.2 Contract Data

*Section 1.01 The General Conditions of Contract for Construction Works (edition 2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).*

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

## C1.2.1 CONDITIONS OF CONTRACT

### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - (edition 2015)", issued by the South African Institution of Civil Engineering (Short title: "**General Conditions of Contract 2015**") and can be obtained from:

#### SAICE

Waterfall Park  
Howick Gardens  
Vorna Valley Half way House  
Becker Street  
MIDRAND  
1685  
Gauteng Province  
Tel: (011) 805-5947/8  
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

### SPECIAL CONDITIONS OF CONTRACT

#### 1. GENERAL

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

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

#### 2. ADDITIONAL SPECIAL CONDITIONS OR AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

##### 2.1 General

The following clauses add to, vary or otherwise amend the General Conditions of Contract:

##### 2.1.1 Cession (CL 2.5.1)

Delete the words "without the written consent of the other".

##### 2.1.2 Contractor's Superintendence (CL 4.12)

Add the following sub-clause 4.12.4 to Clause 4.12:

"Where a form is included in the Appendix to the Contract Data for this purpose, the Bidder shall fill in the name of the person he proposes to entrust with the post of Contractor's Site Agent on this Contract in the space provided therefor. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered in the list.

The Contractor's Site Agent shall be on Site at all times when work is being performed.

The person as approved of by the Municipality in writing shall not be replaced or removed from Site without the written approval of the Municipality."

##### 2.1.3 Programme (CL 5.6)

Add the following sub-clause 5.6.6 to Clause 5.6:

“Failure on the part of the Contractor to deliver to the Municipality, the

- programme of the Works in terms of Clause 5.6.1 and
- supporting documents in terms of Clause 5.6.2

Within the period stated in the Contract Data, shall be sufficient cause for the Municipality to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.

#### 2.1.4 Contractor’s Designs and Drawings (CL 5.9.7)

“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Municipality (the Employer), their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”

#### 2.1.5 Suspension of the Works (CL 5.11)

Add the following sub-clause 5.11.4 to Clause 5.11:

“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.

The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.

If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”

#### 2.1.6 Extension of Time Arising from Abnormal Rainfall (CL 5.12)

Add the following to sub-clause 5.12.2.2 :

“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula :

$$V = (Nw - Nn) + \frac{Rw - Rn}{x}$$

V = Extension of time in calendar days for the calendar month under consideration  
Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded

Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records

Rw = Actual recorded rainfall for the calendar month

Rn = Average rainfall for the calendar month, as derived from existing rainfall records

x = 20

The rainfall records which shall provisionally be accepted for calculation purposes are:

Based on records taken at:

**Rainfall Station: POLOKWANE Lat: 23.8570 Lon:**

**29.4510 Height 1226 m**

**Average No of Days with Rainfall exceeding 10mm: 69.2 days/year**

**Average Rainfall:**

**450.5 mm/year**

**Years of record: 2002 – 2012**

| Month     | Average rainfall for calendar month<br>Rn | Average number of days for calendar month on which a rainfall of 10 mm or more were recorded<br>Nn |
|-----------|---|--|
|           | (mm)                                      | (days)   |
| January   | 66.7                                      | 10.6   |
| February  | 57.8                                      | 8.1  |
| March     | 51.2                                      | 8.2  |
| April     | 32.2                                      | 5.5  |
| May       | 10.3                                      | 2  |
| June      | 3.2                                       | 1.8  |
| July      | 2.5                                       | 1.6  |
| August    | 2.5                                       | 0.4  |
| September | 3.7                                       | 1.9  |
| October   | 37.2                                      | 6.4  |
| November  | 92.1                                      | 11   |
| December  | 90.9                                      | 11.6   |

The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”

#### 2.1.7 Guarantee (Security) (CL 6.1)

Delete the contents of the first paragraph of Clause 6.2 and insert:

“The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Demand Guarantee, of Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity approved by the Employer, and shall conform in all respects to the format contained in the Appendix to the Contract Data.

Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.

Failure to produce an acceptable Demand Guarantee within the period stated in Clause 2.2.8 of the Contract Data is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to sub-clause 9.2.2.5 as amended in the Special Conditions of Contract.”

2.1.8 Variations (CL 6.3)

Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.

2.1.9 Interim Payments (CL 6.10.1)

Add to the end of Clause 6.10.1 the following paragraph:

"The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Municipality. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Municipality. Issue by the Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Municipality".

Add to the end of Clause 6.10.1.5 the following paragraph:

"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."

2.1.10 Variations Exceeding 15 Per Cent (CL 6.11)

In sub-clause 6.11.1.3 omit the words "15 per cent" and replace with "20 per cent".

2.1.11 Insurances (CL 8.6)

2.1.11.1 Contractor to produce proof of payment

Delete sub-clause 8.6.6 and substitute with:

"The Contractor shall before commencement of the Works produce to the Municipality:  
8.6.6.1 The policies by which the insurances are effected,

period 8.6.6.2 Proof that due payment of all premiums there under, covering the full required  
has been made, and

8.6.6.3 Proof of continuity of the policies for the required period.

Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.

The Municipality shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6."

2.1.11.2 Remedy of Contractor's failure to insure

Delete sub-clause 8.6.7 and substitute with:

"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract,

entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2.5, as amended, in the Special Conditions of Contract.”

2.1.12 Termination of the Contract (CL 9.1)

Alter the numbering of:

Clause 9.1.5 to 9.1.6,  
Clause 9.1.6 to 9.1.7 and

insert the following new clause 9.1.5:

“The Employer shall be entitled to cancel the Contract, at any time for the Employer’s convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written notice or the Employer returns the Demand Guarantee. The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause”.

2.1.13 Termination by Employer (CL 9.2)

Delete the contents of Clause 9.2 and substitute with:

“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:

9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or

9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or

9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or

9.2.1.4 The Contractor furnished materially inaccurate information in his Bid, which had a bearing on the award of the Contract, or

9.2.1.5 The Contractor has abandoned the Contract

9.2.2 If the Contractor:

9.2.2.1 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or

9.2.2.2 Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or

9.2.2.3 Has failed to proceed with the Works with due diligence, or

- 9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or
- 9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or
- 9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or
- 9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.
- 9.2.3 If the Contractor, having been given notice to rectify a default in terms of 55.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word "writing" in Clause 55.2.7 above.
- 9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."

2.1.14 Termination by the Contractor (CL 9.3)

Add the following paragraph as Clause 9.3.5:

"In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time

and/or payment of additional costs, shall not prejudice the Contractor's rights to cancel the contract."

**3. PRIORITY OF DOCUMENTS**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance.
- b) amplifications of the General Conditions of Contract within the Contract Data.
- c) additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) the General Conditions of Contract.
- e) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

**4. TRANSFER OF RIGHTS**

**TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Bidder only)**

Claim for materials on site, Payment Certificate No. .... Date: .....

Contract No: ..... for (contract title) .....

I, the undersigned (name of signatory) ..... in my capacity as .....

..... of (name of Contractor) .....

duly authorized hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) ..... insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

**This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:**

| Description of Item                       | Unit | Quantity | Rate | Amount | Supplier |
|---|------|----------|------|--------|----------|
|   |      |          |      |        |          |
|   |      |          |      |        |          |
|   |      |          |      |        |          |
|   |      |          |      |        |          |
|   |      |          |      |        |          |
| <b>Total Value of Materials and goods</b> |      |          |      |        |          |

**Signed by:** .....Date:  
 .....  
 for and on behalf of the Contractor.

**Witnessed by:** ..... Date:  
 .....

**NOTE:** This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of **Clause 6.10.1.5 of the General Conditions of Contract 2010.**

TENDER

## C1.2.2 PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

### REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.15: **Name of Employer: Ephraim Mogale Local Municipality represented by Head of Department: Department of Technical Services**

Clause 1.2.1: **Address of Employer:**

Physical:

Postal:

The Employer's address for receipt of communications is

13 Ficus street  
**Marble Hall**  
0450

P.O.Box 111  
**Marble Hall**  
0450

Telephone No: 013 261 8400

Fax No: 013 261 4055

Clause 1.1.16: **Name of Engineer**

'Engineer' means any Director, Manager or official appointed by the Municipality to fulfil the functions of the Engineer in terms of the Contract Data.

Clause 1.2.1: **Address of Engineer:**

Physical:

Postal:

The Engineer's address for receipt of communications is:

13 Ficus street  
**Marble Hall**  
0450

P.O.Box 111  
**Marble Hall**  
0450

E-Mail: [jdurie@emogalelm.gov.za](mailto:jdurie@emogalelm.gov.za)

Telephone No: (013) 261 8400 Fax No: (013) 261 8384

Clause 6.2: The Guarantee shall be delivered within 14 days after receipt of the Acceptance document from the Employer.

Clause 6.2: The Liability of the Guarantee shall be for 10% of the Accepted Bid Sum.

Clause 5.3: The contractor shall commence executing the work within 14 days of the Commencement date.

Clause 5.6.1 & 5.6.2: The Contractor shall deliver to the Engineer, within 14 days calculated from the Commencement Date, a realistic programme in terms of Clause 5.6.1 and supporting documents in terms of Clause 5.6.2.

Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **NIL**

Clause 8.6.1.2: Special risk insurance issued by SASRIA is required.

Clause 8.6.1.3: The limit of indemnity for liability insurance required should not be less than the contract amount.

Clause 5.13.1: The penalty for failing to complete the works is 0.05 % of the Total Bid Sum per Calendar Day

Clause 6.8.2: The value of the certificates issued shall be adjusted in accordance with the

Contract Price Adjustment Schedule with the following values:

$$\text{Contract Price Adjustment Factor} = (1 - x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$$

rounded off to the fourth decimal place.

Coefficients for calculating Contract price Adjustment Factor shall be:  
Value of x is 0.10

a = 0.15      b = 0.20      c = 0.55      d = 0.10

L is the "Labour Index" and shall be the "Consumer Price Index – for Polokwane Area" In Release P 0141.1 Table 21

The base month is: "the month prior to the closing of the Bid"  
No Contract price Adjustment will be done if contract period is less than 7 months.

- Clause 6.83: Price adjustments for variations in the costs of special materials are not allowed.
- Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%
- Clause 6.10.3: The percentage retention on the amounts due to the Contractor is 10 %, excluding contract price adjustment, contingencies and VAT, and limited to 10% of the contract amount, excluding contract price adjustment, contingencies and VAT. The retention will be reduced to 5% on completion of the project.
- Clause 6.10.5: A Retention money guarantee will be not permitted.
- Clause 7.8.1: The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
- Clause 10.7.1: Dispute resolution shall be by Adjudication.
- Clause 10.7.1: Dispute Resolution shall be by Adjudication.

**C1.2.2: PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract:

**REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 1.1.9: **Name of Contractor:** .....

Clause 1.2.1: **Address of the Contractor:**  
The Contractor's address for receipt of communication is:

|                  |                |
|------------------|----------------|
| <u>Physical:</u> | <u>Postal:</u> |
| .....            | .....          |
| .....            | .....          |
| .....            | .....          |
| .....            | .....          |

E-Mail: .....

Telephone No: ..... Fax No: .....

Clause 5.5 The works shall be completed within ..... months (including special non-working days and the year end break).

Clause 6.8.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.  
The rates and prices for the special materials shall be furnished by the Bider, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. **The quoted price is the ruling price on the Month prior to close of bid.**

**TABLE: SM1**

| Special Materials* | Unit  | Rate or Price for the base month |
|--------------------|-------|----------------------------------|
| .....              | ..... | .....                            |
| .....              | ..... | .....                            |
| .....              | ..... | .....                            |
| .....              | ..... | .....                            |
| .....              | ..... | .....                            |

\*Contractor to indicate the type, unit and rate of special material to be listed. The Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Contractor to provide any other Special Materials if deemed necessary.

N.B. Diesel, reinforcing steel, and cement will not be accepted as special material.

**C1.3 Form of Guarantee - Pro Forma**

Contract No .....

WHEREAS **The Ephraim Mogale Local Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:

.....  
(Hereinafter called "the Contactor") on the ..... day of ..... 20.....  
for **APPOINTMENT OF ADDITIONAL TURNKEY CONTRACTORS INTO CONTRACT NO: EPMLM/8/3/495** in the **Ephraim Mogale Local Municipality** of the Limpopo Province.

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

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

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

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of:  
.....  
.....Rand (in words);  
R..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as  
.....  
..

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

IN WITNESS WHEREOF this guarantee has been executed by us at .....  
on this ..... day of ..... 20 .....

Signature .....

Duly authorized to sign on behalf of .....

Address .....  
.....  
.....

As witnesses:

1 .....

2 .....

ETENDER

## C1.4: Agreement with Adjudicator

This agreement is made on the.....day of ..... 20.....between: the Employer  
(name of company / organisation).....  
of (address).....

.....and the  
Contractor  
(name of company / organisation) .....  
of (address).....  
..... (hereinafter  
called **the Parties**)

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

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated.....  
and known as Contract No.....  
(Contract title).....

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

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

**SIGNED by:**

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

who warrants that he/ she is  
duly authorised to sign for and  
on behalf of the **First Party** in  
the presence of

who warrants that he/ she is  
duly authorised to sign for  
and on behalf of the **Second  
Party** in the presence of

the **Adjudicator** in the  
presence of

**Witness:**

**Witness:**

**Witness:**

(Signature)..... (Signature)..... (Signature).....  
**Name:** ..... **Name:** ..... **Name:**.....  
Address: ..... Address: ..... Address: .....  
.....  
.....  
Date: ..... Date: ..... Date: .....

ETENDER

**C1.5: Agreement In Terms Of Section 37(2) Of The Occupational Health And Safety Act No 85 Of 1993**

THIS AGREEMENT is made between The EPHRAIM MOGALE Local Municipality represented by the Accounting Officer.

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

.....  
.....

in his capacity as:

;

AND: .....

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

.....  
.....

in his capacity as:

duly authorized to sign on behalf of the Contractor.

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

**CONTRACT: APPOINTMENT OF ADDITIONAL TURNKEY CONTRACTORS INTO CONTRACT NO: EPMLM/8/3/495 in the Ephraim Mogale Local Municipality of the Limpopo Province**

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

**NOW THEREFORE** the parties agree as follows:

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

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

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

on this the ..... day of ..... 20.....

SIGNATURE:

.....

NAME

AND

SURNAME:

.....

CAPACITY:

.....

WITNESSES: 1. ....

2. ....

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

the ..... day of ..... 20.....

SIGNATURE:

.....

NAME

AND

SURNAME:

.....

CAPACITY:

.....

WITNESSES: 1. ....

2. ....

# APPOINTMENT OF ADDITIONAL TURNKEY CONTRACTORS INTO CONTRACT NO: EPMLM/8/3/495

## C2.1: PRICING INSTRUCTIONS

### 1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Bidder's obligations in pricing the Bid offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bid contained in Annexure F of SANS 294, as amended in and read in conjunction with the Bid Data.

### 2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bid Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

### 3. DEFINITIONS

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

|                         |   |   |
|-------------------------|---|---|
| Unit                    | : | The unit of measurement for each item of work as defined in the pricing schedule and bill of quantities.  |
| Quantity                | : | The number of units of work for each item   |
| Rate                    | : | The payment per unit of measurement at which the Bidder Bids to do the work.  |
| Amount                  | : | The product of the quantity and the rate Bided for an item  |
| Sum                     | : | An amount Bided for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.  |
| Prime Cost (or PC item) | : | A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contractor to merchants or others for such articles or materials. <sup>1</sup>   |
| Provisional Sum         | : | A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the Bid stage and includes any allowance specifically made for unforeseen contingencies. <sup>1</sup>   |
| Extra Over (or EO)      | : | Qualifies an operation (or combination of operations) which is common in a varying degree to a number of other operations and which is scheduled once as "extra over" those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations applies. The term "extra over" invariably denoted double measurement, no deduction being made from one on account of the other. <sup>1</sup> |

### 4. DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

## 5. **REFERENCES**

The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings are to be read in conjunction with the schedule of quantities.

Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the Scope of Works. Should any requirement of the measurement and payment clause of the applicable standardised specification<sup>2</sup>, or the project specification<sup>2</sup>, or the particular specification(s)<sup>2</sup> conflict with the terms of the schedule the requirement of the standardised, project or particular specification, as applicable, shall prevail.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.

The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the quotation is based.

A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule

## 6. **UNITS OF MEASUREMENT**

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

|                      |   |                       |
|----------------------|---|-----------------------|
| %                    | = | per cent              |
| h                    | = | hour                  |
| ha                   | = | hectare               |
| kg                   | = | kilogram              |
| kl                   | = | kilolitre             |
| km                   | = | kilometre             |
| km-pass              | = | kilometre-pass        |
| kW                   | = | kilowatt              |
| l                    | = | litre                 |
| m                    | = | metre                 |
| mm                   | = | millimetre            |
| MN                   | = | meganewton            |
| MN-m                 | = | meganewton-metre      |
| MPa                  | = | megapascal            |
| kPa                  | = | kilopascal            |
| m <sup>2</sup>       | = | square metre          |
| m <sup>3</sup>       | = | cubic metre           |
| m <sup>3</sup> -km   | = | cubic metre-kilometre |
| m <sup>2</sup> -pass | = | square metre-pass     |

|          |   |                 |
|----------|---|-----------------|
| no       | = | number          |
| PC sum   | = | Prime Cost sum  |
| Prov Sum | = | Provisional Sum |
| sum      | = | lump sum        |
| t        | = | ton (1 000 kg)  |
| R/only   | = | Rate only       |
| W/day    | = | Work day        |

## 7. **NET MEASUREMENTS**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

## 8. **QUANTITIES**

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

## 9. **CURRENCY**

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

## 10. **VALUE ADDED TAX**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

## 11. **RATES AND PRICES**

### 11.1 **General**

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

#### 11.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

#### 11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Bid offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

### 12. VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

- .13. Pricing schedule shall be submitted in the form of a proposal document and must include the pricing structure of Turnkey Projects. Failure to submit a proposal document will result in the tenderer being disqualified.
- 14. Engineering Fees in terms of the Engineering Council of South Africa, Section 34(2) of the Engineering Profession Act. 2000 (Act No. 46 of 2000)

## PART C2.2

### BILL OF QUANTITIES

**TENDER NO: EPMLM/8/3/545**

**APPOINTMENT OF ADDITIONAL TURNKEY CONTRACTORS INTO  
CONTRACT NO: EPMLM/8/3/495**

A detailed Pricing schedule (BOQ) shall be submitted in the form of a proposal and must include the pricing structure of Turnkey Projects.

The following structure should serve as a guideline:

- Construction Cost (**based on 1797 households backlog**)
- 10% Contingencies Amount
- Engineering Fees in terms of the Engineering Council of South Africa, Section 34(2) of the Engineering Profession Act. 2000 (Act No. 46 of 2000)
  - Basic Normal service fee
  - Additional services i.e., Topographical survey, Geotechnical investigations and including all other disbursements/ reimbursable expenditure.
  - Level 3 full time Construction monitoring
- 15% VAT

**PROPOSED DETAILED PRICING SCHEDULE (BOQ) TO BE ATTACHED**

| Item | Description   | Unit | Quantity | Rate | Total |
|------|---|------|----------|------|-------|
| 1    | HOUSEHOLD ELECTRIFICATION<br>(carried over to item 2 below) | No   | 1797     |      |       |

| Item     | Description  | Amount |
|----------|--|--------|
| 2        | CONSTRUCTION FEES (Brought Forward from, item 1 above) |        |
| <b>3</b> | <b>SUB-TOTAL-TOTAL 1</b>                               |        |
| 4        | CONTINGENCIES 10% of construction value                |        |
| <b>5</b> | <b>SUB-TOTAL-TOTAL 2</b>                               |        |
| 6        | PROFESSIONAL FEES in line with ECSA guidelines         |        |
| <b>7</b> | <b>SUB-TOTAL-TOTAL 3</b>                               |        |
| 8        | VALUE ADDED TAX (15%)                                  |        |
|          | <b>TOTAL CARRIED FORWARD TO FORM OF TENDER</b>         |        |

**EPHRAIM MOGALE LOCAL MUNICIPALITY**

**APPOINTMENT OF ADDITIONAL TURNKEY CONTRACTORS INTO CONTRACT**

**C3: SCOPE OF WORK**

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**SECTION DWK: DAYWORKS**

- 1. Scope
- 2. Type of Work
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  - 2.7 Incentives and Penalties
  - 2.8 Specific Project Requirements
3. Financial Provision for Health and Safety
4. Guidelines for the preparation of a Typical OH&S Plan

ETENDER

#### **C3.1 STANDARD SPECIFICATIONS**

The following specifications, standards and ACTs are applicable and referred to in this document and the Contractor is advised to obtain them and familiarize himself with them obtain them. Not all relevant standards could be listed and it is assumed that a bidder that is compliant with a 4 EP rating is already familiar with the relevant electrical construction environment and it's applicable standards.

|  |  |
|--|--|
| OHS Act  | Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) including the Electrical Machinery Regulations.                                |
| SANS A   | General  |
| SANS 121-2000-1  | Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test  |
| SANS 156   | Moulded case circuit breakers  |
| SANS 0225  | Mast design  |
| SANS 475   | Luminaires for interior lighting, street lighting and floodlighting – Performance requirements   |
| SANS 529   | Heat –resistant wiring cables  |
| SANS 1091  | National colour standard   |
| SANS 1507  | Electrical cables with extruded solid dielectric insulation for fixed installation   |
| SANS 1777  | Photoelectrical Control Units for lighting   |
| SANS 1914-1 to 6   | Targeted Construction Procurement  |
| SANS 1921 – 1  | Construction and Management Requirements for Works Contracts<br>Part 1: General Engineering and Construction Works                           |
| SANS 1921-2  | Construction and Management Requirements for Works Contracts<br>Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor. |
| SANS 1921-5  | Generic Labour Intensive Specification Part 5: Earthworks.   |
| SANS 5863:2006   | Concrete tests: Compressive Strength of Hardened Concrete  |
| SANS 10098   | Public lighting – Part 1: The lighting of public thoroughfares   |
| SANS 10108   | The classification of hazardous locations and the selection of equipment for use in such locations   |
| SANS 10142 Part 1  | Wiring of premises – Low voltage   |
| SANS 10214-1987-1  | Manufacturing specifications   |
| SANS 10225 1991-1  | Code of practice for the design and construction of lighting masts   |
| SANS 10389-1   | Exterior lighting: Part 1: Artificial lighting of exterior areas for work and safety   |
| SANS 10389-2   | Exterior security lighting   |
| SANS 10396:  | Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures  |
| SANS 60529   | Degrees of protection provided by enclosures (IP Code)   |
| SANS 60598-1   | Luminaires Part 1 General requirements and tests   |
| SANS 60598-2-3   | Luminaires Part 2: Particular requirements – Section 3: Luminaires for road and street lighting  |
| SANS 61347-1   | Lamp control gear Part 1: General and safety requirements.   |
| SANS 61347-2-13  | Lamp control gear Part 2-13: Particular requirements for d.c. or a.c. supplied electronic control gear for LED modules.                      |
| SANS 62031   | LED modules for general lighting - Safety specifications.  |
| SANS 62262   | Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)                          |
| SANS 62384   | DC or AC supplied electronic control gear for LED modules - Performance requirements   |
| SANS 62560   | Self-ballasted LED-lamps for general lighting services by voltage > 50 V - Safety specification  |
| SANS 62612   | Self-ballasted LED lamps for general lighting services with supply voltages > 50 V -Performance requirements                                 |
| IEC 60529  | Degrees of protection procured by enclosures (IP code)   |
| IEC 61643-11   | Surge protection   |
| IEC-EN 62471   | Photo biological Safety of Lamps and Lamp Systems for LED's  |
| IEC 62493  | Assessment of lighting equipment related to human exposure to electromagnetic fields   |
| IES LM-79-08   | Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products  |
| IES LM80   | Approved Method: Measuring lumen maintenance of LED light sources  |
| ARP 035  | Guidelines for the installation and maintenance of street lighting   |
| Electromagnetic Compatibility (EMC) Directive (2014/30/EU) |  |
| Low Voltage (LV) Directive (2014/35/EU) Directives.        |  |
| AISI Grade 316   | Stainless steel  |

|                   |   |
|-------------------|---|
| SABS 1431 - 355WA | Tensile strength of steel   |
| SABS 1461         |   |
| ISO 1461          | Hot dip galvanizing   |
| ISO 4762          | Hexagon socket head cap screws  |
| ISO 9001          | Quality Management Systems.   |
| BS 1490           | Specification for aluminium and aluminium ingots and castings for general |

TENDER

**APPOINTMENT OF ADDITIONAL TURNKEY CONTRACTORS INTO CONTRACT  
NO: EPMLM/8/3/495  
EPHRAIM MOGALE LOCAL MUNICIPALITY**

**C3.2: PROJECT SPECIFICATIONS**

**STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements

the Standard Specifications.

**Part A** contains a general description of the works, the site and the requirements to be met.

**Part B** contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for electrical distribution contracts, and they may therefore cover items not applicable to this particular contract.

## **PART A: GENERAL**

### **PS-1 PROJECT DESCRIPTION**

The Ephraim Mogale Local Municipality intends to address the electrification backlog in the Municipal area. All residential areas have been ESKOM grid connected and falls within the ESKOM distribution license area. The Municipality applied for INEP funding to assist ESKOM with the electrification of new extensions of electrified areas. The Municipality wants to appoint Electrical Consultants on a turnkey basis to implement the projects. The project implementation will include the whole process and implementation must be according to and in compliance with all DMRE regulations and processes as well as all ESKOM regulations and requirements. The project will include all activities required for an electrification project including continued engagement with ESKOM regarding capacity, specifications etc as well as wayleaves, environmental impact assessments, surveys, designs and document preparation. Designs with supporting documents must be prepared for submission to ESKOM and DMRE to obtain approval and source funding for implementation of the construction phase. If funding can be secured the projects will continue on a turnkey basis through construction and up to energization and hand-over to ESKOM.

### **PS-2 DESCRIPTION OF THE SITE AND ACCESS**

#### **2.1 Location of site**

- Limpopo Province, Sekhukhune District
- Municipal Area : Ephraim Mogale local Municipality

**The following authorities will have to be contacted for assistance:**

|                       |   |
|-----------------------|---|
| Electrical Cables     | ESKOM   |
| Overhead lines        | ESKOM   |
| Water and sewer lines | Sekhukhune District Municipality  |
| Communication lines   | Telkom/ Open Serve  |
| Signage               | Roads and Storm Water Department of the Ephraim Mogale Local Municipality |
| Storm water           | Roads and Storm Water Department of the Ephraim Mogale Local Municipality |

The site is always accessible which will assist construction. If there is a drive way that must be crossed and access to the property must be arranged with the owner. Reasonably safe access should be provided and crossing of the drive way must be completed before sunset to allow the residents to get access to their property. Traffic control, fencing and road signage will be critical.

The site shall not only include the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract.

Incidental intrusion into private property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private landowner shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

## 2.2 Access to site

There is no time limit on access to the site but after sunset visibility and safety might be problematic.

The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to vehicular access tracks and rights of way. No damage to fauna and flora located outside the limits of the road reserve will be permitted on the contract.

The contractor shall take cognizance of the aforementioned items concerning roads and tracks and allow for any costs in his Bid under the relevant section in the Bill of Quantities.

## PS-3 DETAILS OF THE WORKS

The project will have the following main items but will not limited to the items listed or the sequence as stated:

### List

- Basic verification of backlog and capacity required
- Engagement with Eskom Network Planning Reports (NPR) before design
- Determine if network supply upgrades will be necessary
- Engagement with DMRE regarding approach to capacity limitations.
- Continues compliance reporting to DMRE

- Identify existing services and obstacles
- Designs according to Eskom standards
- Submission of designs for approval to Eskom Project Engineering Design Review Team and to DMRE
- Costing of all works required including strengthening where necessary
- Environmental impact study Distribution Environmental Screening Document (DESD) submission to Eskom
- Secure agreements and wayleaves for land rights
- Apply and secure funding from DMRE

Construction phase (if funding was approved by DMRE)

- Community engagement
- Community safety education
- Subcontractors and SMME session
- CLO and labour appointments
- Inform nearest Eskom Customer Network Centre (CNC) Locate all existing services
- Identification of all existing services on site – ensure protection of services
- Material approval by Eskom
- Construction
- Eskom approval
- Outage for energization
- Prepare Prepaid Customer Spreadsheet and PCS file
- As-built and operating diagrams must be submitted
- Provide Eskom with a cost breakdown for their asset registration

### **ESKOM project documents**

#### **SECTION A. Conditions before a project could start construction**

1. Capacity confirmation letter – Electrification Planning
2. Planning Proposal – Network Planning
3. Design approval letter – NED

#### **SECTION B. Conditions for outage and energisation**

1. Eskom design approval letter
2. Invitations for Handover & progress meeting
3. As built drawing (electronic)
4. Co-ordinates (excel spread sheet)
5. ENS ( hand drawn)
6. Hand Over certificate
7. PCS file ( PCS – 48C) to Customer Service

Note: The description of the works is not necessarily limited to the above items.

E TENDER

\*\*END OF DOCUMENT\*\*

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