



TENDER NO: SCMU10-22/23-0013
MIDDELBURG INTERGRATED TRAFFIC
CONTROL CENTRE – PHASE 1B
ELECTRICAL

VOLUME 3
BOOK 1 (RETURNABLE DOCUMENT)

COMPULSORY BRIEFING: 10h00 on 7th SEPTEMBER 2022

TENDER CLOSING: 11h00 on 28TH SEPTEMBER 2022

Eastern Cape Department of Transport
32 Cowan Close
Stellenbosch Park Building
King William's Town
5601

Company Name of Tenderer:

.....

CRS No.

CSD No.



PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

LIST OF CONTRACT DOCUMENTS

**VOLUME 1 : GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS
(THIRD EDITION 2015)**

** See note below*

VOLUME 2 : THE ELECTRICAL PROJECT SPECIFICATIONS

The Project Document comprises as follows:

Standard Specification
Project Specification
Overhead lines Supplementary Specification
Occupational Health and Safety Specification
Project Schedules
Project Drawings

VOLUME 3 : PROJECT DOCUMENT

The Project Document comprises of two (2) Books as follows:

BOOK 1 : Part T1 : Tendering Procedures
Part T2 : Returnable Documents
Part C1 : Agreements and Contract Data
Part C2 : Pricing Data

BOOK 2 : Part C3 : Scope of Works
Part C4 : Site Information

The form of Offer and Acceptance, any correspondence from the selected tenderer, the Performance Guarantee and all addenda issued during the period of tender will also form part of the Volume – Book 1, once a tenderer has been appointed.

Note: Volume 1 is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685. Tel No. (011) 805 5947, Fax No. (011) 805 5971, Email: civilinfo@saice.org.za

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

VOLUME 3 – PROJECT SPECIFICATIONS
BOOK 1 (RETURNABLE DOCUMENT)
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PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B

ELECTRICAL

<p style="text-align: center;">THE TENDER PART 1 (OF 2) : TENDERING PROCEDURES</p>
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T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B

ELECTRICAL

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

The Department of Transport of the Province of Eastern Cape hereby invites tenders from experienced civil engineering contractors for:

TENDER No SCMU10-22/23-0013: MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

The purpose of the project is to construct electrical infrastructure for the development of the proposed Middelburg Integrated Traffic Control Centre. The site is on the N9 and Meintjies Road, all located north on Middelburg town.

The anticipated scope of works involves; supply and installation of 200kVA miniature substation, outdoor free standing 4-way ring main unit, 11kV overhead line construction, 11kV underground cable works, 400V overhead line alterations and construction, 400V underground cable works and ancillary works.

As a Condition of Contract the appointed Contractor will be required to spend a minimum on the following contract participation goals within the targeted area(s) of the project:

- 30% on Targeted subcontractors employed by the Contractor, for the execution of portions of construction works, in the performance of the Contract – refer to page T1.11 for the list of targeted subcontractors;

The contract period is **eight (8) months**, excluding all special non-working days (gazetted public holidays and contractor's year-end break as determined by SAFCEC).

Tenderers must be registered with the CIDB and have a valid CIDB contractor grading designation of **Grade 4EP** or higher.

Local production and content for designated sectors in terms of Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000) shall apply for this Contract. Refer to form SBD 6.2

Designated product(s) & specified local content (%):

- **Steel Products and Components for Construction, 100%**

Tender documents will be available as of **10H00** on **FRIDAY, 26/08/2022**, free of charge, via download from the **Eastern Cape Department of Transport** website www.ectransport.gov.za and **Department of National Treasury e-Tender Publication** website <https://etenders.treasury.gov.za/>

In lieu of a clarification meeting, there will be a **Compulsory Clarification briefing on the 07th of September 2022; 10h00 at Inxuba Yethemba Municipality in Middelburg**. The Clarification Meeting briefing Minutes shall be available for download on the **Eastern Cape Department of Transport** website www.ectransport.gov.za.

Tenderers may seek clarification from the Employer in terms of this tender up to seven (7) working days before the closing time stated.

Tenderers are required to download any addenda issued by the Employer from the **Eastern Cape Department of Transport** website www.ectransport.gov.za only.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. TENDER EVALUATION

This tender will be evaluated in two (2) phases as follows:

Phase One: Compliance, responsiveness to the tender rules and conditions, thereafter
Phase Two: Tenders passing phase one above will thereafter be evaluated on PPPFA

Eligibility Criteria:

- (a) Tenderers must be registered with the CIDB and have a valid CIDB contractor grading designation of **Grade 4EP** or higher.
- (b) Tenderers must be able to demonstrate the completion of at least five (5) similar upgrade project in the past ten (10) years to the value of at least R 3 million.

A similar upgrade project shall be defined as an electrical upgrading project and includes at least the following:

- 11kV or 22kV Miniature substation and/or Ring Main unit installations
- 11kV or 22kV Overhead Line construction
- 11kV or 22kV Underground Cabling and terminations

All such projects shall be located within the SADC (South African Development Community) region.

- (c) Tenderers must have in its employment the following key personnel who comply with the following minimum requirements:
 - A suitably qualified and experienced **Construction Manager** who will be the single point accountable and responsible person for the part-time management of the construction works on site, who:
 - is qualified with minimum a national diploma in electrical engineering (Ndip Elec) or Qualified Artisan with the respective trade test or higher and has a minimum of ten (10) years' experience in electrification/engineering project(s), or
 - A suitably qualified and experienced **Site Foreman** who will be the responsible person for the full-time management of the construction works on site who:
 - Is a qualified electric line mechanic in overhead lines and has a minimum of five (5) years' experience in electrification/engineering project(s),
 - A suitably qualified and experienced part-time **Construction Health and Safety Officer** to manage the contractor's health and safety obligations on site who:
 - is registered with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or Professional Construction Health and Safety Officer (Pr CHSO).
- (d) Tenderers must have registered with the bargaining council for the electrical industry, NBCEI.

C. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for BBBEE	-	20 points
Maximum points	-	100 points

NOTE: The lowest priced acceptable tender will be used to determine whether 80/20 or 90/10 preference points system will be applicable for evaluation of these tenders

D. TENDER SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, eligibility and other tender conditions and rules are detailed in the tender document.

Note: Tender Validity Period is **90 days**.

E. TENDER SUBMISSIONS:

The completed tender document [only Volume 2 & 3 – Books 1 (Specifications & Returnable Document)] as well as any supporting documentation shall be placed in a sealed envelope clearly marked “**TENDER NO: SCMU10-22/23-0013 : MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE- PHASE 1B ELECTRICAL**” and deposited in the Tender Box at the Department of Transport, Ground Floor, Stellenbosch Park Schornville c/o Flemming Street and Cowan Close, King Williams Town, not later than **11h00** on Wednesday, **28 September 2022** when tenders will be opened in public.

SCM RELATED ENQUIRIES:

Mr. P. Nqikashe

Tel No: 067 419 8001

Email Address: Philasande.nqikashe@ectransport.gov.za

TECHNICAL ENQUIRIES:

Mr. S. Ndlela

Tel No.: 083 210 7859

Email Address: siyabonga.ndlela@ectransport.gov.za or lmndlela27@gmail.com

Mr A Sieberhagen

Tel : 087-1600530

Email address: andre@eseconsult.co.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 1701

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B

ELECTRICAL

T1.2 : TENDER DATA

The tender conditions are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per CIDB Board Notice No. 136 of 2015 published in Government Gazette No. 38960 of 10 July 2015 and as amended from time to time. (see www.cidb.org.za)

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause marked “F” in the above-mentioned Standard Conditions of Tender.

Clause Number	Tender Data
F.1.1	The employer is the Department of Transport, Province of the Eastern Cape.
F.1.2	<p>The following documents forms part of this tender:</p> <p>VOLUME 1: The General Conditions of Contract for Construction Works (3rd Edition) 2015 are published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax (011) 805 5971, email: civilinfo@saice.org.za</p> <p>The tender documents issued by the employer comprise:</p> <p>VOLUME 2: The Standard, Project and Supplementary Specifications for Electrical Works including all schedules and drawings prepared by the Electro Storm Engineering Consultants.</p> <p>VOLUME 3: BOOK 1 (RETURNABLE DOCUMENT)</p> <p style="text-align: center;"><u>THE TENDER</u></p> <p>PART T1: TENDERING PROCEDURES</p> <p>T1.1 TENDER NOTICE AND INVITATION TO TENDER (White)</p> <p>T1.2 TENDER DATA..... (Pink)</p> <p>PART T2: RETURNABLE SCHEDULES</p> <p>T2.1 LIST OF RETURNABLE DOCUMENTS..... (Yellow)</p> <p>T2.2 RETURNABLE SCHEDULES..... (Yellow)</p> <p style="text-align: center;"><u>THE CONTRACT</u></p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1 FORM OF OFFER AND ACCEPTANCE (Yellow)</p> <p>C1.2 CONTRACT DATA PART 1(DATA PROVIDED BY THE EMPLOYER) (Yellow)</p> <p>C1.2 CONTRACT DATA PART 2 (DATA PROVIDED BY THE CONTRACTOR) (Yellow)</p> <p>C1.3 PERFORMANCE GUARANTEE (PRO FORMA) (Yellow)</p> <p>C1.4 OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 CONTRACTORS 37.2 AGREEMENT (Yellow)</p> <p>C1.5 APPLICATION FOR PERMIT TO DO CONSTRUCTION WORK (PRO FORMA) (Yellow)</p>

	<p>C1.6 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, NATIONAL ENVIRONMENTAL MANAGEMENT ACT, MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, NATIONAL WATER ACT, NATIONAL FORESTS ACT AND NATIONAL HERITAGE RESOURCES ACT .....(Yellow)</p> <p>C1.7 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, NATIONAL ENVIRONMENTAL MANAGEMENT ACT, MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, NATIONAL WATER ACT, NATIONAL FORESTS ACT AND NATIONAL HERITAGE RESOURCES ACT .....(Yellow)</p> <p>PART C2: PRICING DATA C2.1 PRICING ASSUMPTIONS.....(Yellow) C2.2 PRICING SCHEDULES / BILLS OF QUANTITIES.....(Yellow)</p> <p>VOLUME 3: BOOK 2 (PROJECT DOCUMENT)</p> <p>PART C3: SCOPE OF WORK C3 SCOPE OF WORK.....(Blue)</p> <p>PART C4: SITE INFORMATION C4 SITE INFORMATION (Green)</p>
<p>F.1.4</p>	<p>The employer’s agent is HHO Consulting Engineers (Pty) Ltd acting through a Director, an Associate or an official, authorised thereto in writing: Name: HHO Consulting Engineers (Pty) Ltd Address: 2 Infinity Place 14 St Helena Road Beacon Bay 5241 Tel: 043 727 0922 Fax: 086 480 6485 E-mail: randall@hho.co.za</p> <p>Duly authorised agent of HHO Consulting Engineers (PTY) Ltd, as appointed Electrical Engineering Consultant:</p> <p>Name: Electro Storm Consulting Engineers (Pty) Ltd Address: 18 Golf Rd Blue Rise Queenstown 5319 Tel: 087 160 0530 Fax: 086 747 4440 E-mail: andre@eseconsult.co.za</p>
<p>F.1.5.1</p>	<p><i>Add the following:</i> The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.</p> <p>It is a condition of this contract that the employer reserves the right to limit the expenditure on the works due to possible budget restraints. Should the tender sum exceed the budgeted amount, the scope of works may be reduced at any time, before or during the contract period, to ensure that the final contract amount does not exceed the budgeted amount.</p> <p>Should these conditions be applied, such adjustments or limitations shall be deemed to be a variation of the form or quantity of the works or any part thereof in terms of Clause 6.3 of the General Conditions of Contract. The validity of the tender, the individual rates or sums tendered shall not be influenced by any such adjustments or limitations and no claim will be considered.</p>

F.2.1	<p>Only those tenderers who satisfy all of the following eligibility criteria are eligible to submit tenders:</p> <p>(a) CIDB registration Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for an EP class of construction work. Tenderers whose CIDB registration expires within 21 days after close of tender, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation, by submitting a copy of their application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 21 days after close of tender, will not be considered. Note that in terms of CIDB Act 38 of 2000 a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> • every member of the joint venture is registered with the CIDB; • a signed Joint Venture Agreement must be attached with the tender; • a valid copy of a consolidated B-BBEE for the Joint Venture must be attached with the tender in order to qualify for B-BBEE points as defined in SBD 6.1 • the lead partner has a contractor grading designation in the CE class of construction work; and • the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. <p>Recent printout of proof of registration from CIDB website to be attached to Form M of the Returnable Schedules.</p> <p>Failure to comply with the requirements or to complete Form M will render the tender non-responsive.</p>
	<p>(b) Similar Projects In order to be considered for an appointment in terms of this tender, the tenderer must be able to demonstrate the completion of at least five (5) similar electrical projects in the past ten (10) years to the value of at least R 3 million.</p> <p>A similar electrical upgrade project shall be defined as an electrical upgrade or new installation project and includes at least the following:</p> <ul style="list-style-type: none"> • 11kV or 22kV Miniature substation and/or Ring Main unit installations • 11kV or 22kV Overhead Line construction • 11kV or 22kV Underground Cabling and terminations <p>All such projects shall be located within the SADC (South African Development Community) region.</p> <p>Details of electrical related projects & supporting information must be entered in Form C of the Returnable Schedules. Copies of Completion Certificates must be attached, in order to qualify for this tender.</p> <p>Failure to comply with the requirements or to complete Form C will render the tender non-responsive.</p> <p>(c) Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have in its employment the following key personnel who comply with the following minimum requirements:</p> <ul style="list-style-type: none"> • A suitably qualified and experienced Construction Manager who will be the single point accountable and responsible person for the part-time management of the construction works on site, who: <ul style="list-style-type: none"> ○ is qualified with minimum a national diploma in electrical engineering (Ndip Elec) or Qualified Artisan with the respective trade test or higher and

	<p>has a minimum of ten (10) years' experience in electrification/engineering project(s), or</p> <ul style="list-style-type: none"> • A suitably qualified and experienced Site Foreman who will be the responsible person for the full-time management of the construction works on site who: <ul style="list-style-type: none"> ○ Is a qualified electric line mechanic in overhead lines and has a minimum of five (5) years' experience in electrification/engineering project(s), • A suitably qualified and experienced part-time Construction Health and Safety Officer to manage the contractor's health and safety obligations on site who: <ul style="list-style-type: none"> ○ is registered with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or Professional Construction Health and Safety Officer (Pr CHSO). <p>(d) Tenderers must have registered with the bargaining council for the electrical industry, NBCEI.</p> <p>Details of key personnel and their relevant information must be entered in Form J of the Returnable Schedules. Copies of CV's and certificates of qualifications and professional registration must be attached, in order to qualify for this tender.</p> <p>Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Form J with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>Failure to comply with the requirements or to complete Form J will render the tender non-responsive.</p>
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the list</p>
F.2.12	No alternative tender offers will be considered.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Department of Transport, Ground Floor Physical address: Stellenbosch Park Schornville c/o Flemming Street and Cowan Close King Williams Town</p> <p>Identification details: "TENDER NO: SCMU10-22/23-0013: MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1 ELECTRICAL CLOSING DATE AND TIME OF THE TENDER"</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>It is the responsibility of the tenderer to ensure that tender documents are submitted on or before the closing date and time and at the correct location as the employer will not take responsibility for any wrong delivery.</p>
F.2.16	The tender offer validity period is 90 days.
F.2.19	<p>Access shall be provided for the following inspections, tests and analysis:</p> <ul style="list-style-type: none"> • Geotechnical investigation as provided for in Volume 3 Book 2 – Part C4: Site Information.

F.2.23	The tenderer is required to submit with his tender all certificates as required for in Volume 3 Book 1 – Part T2.2: Returnable Schedules.																														
F.3.1.1	The Employer will respond to requests for clarification received up to seven (7) working days before the tender closing time.																														
F.3.4	Tenders will be opened immediately after the closing time of tenders at the location and closing time as stated in the Tender Notice and Invitation to Tender.																														
F.3.9.1	<p>Add the following:</p> <p>In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the employer, the tenderer will be requested:</p> <ul style="list-style-type: none"> To justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained; and Subsequently to consider amending and adjusting such rate or rates while retaining the Tender Offer indicated by the tenderer in Volume 3 Book 1 Part C1.1 – Form of Offer and Acceptance. 																														
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 1 (Price and Preference).</p> <table border="1"> <thead> <tr> <th></th> <th>Maximum number of tender evaluation points</th> </tr> </thead> <tbody> <tr> <td>Price Component</td> <td>80 or 90</td> </tr> <tr> <td>Preferential Component</td> <td>20 or 10</td> </tr> <tr> <td>Total evaluation points</td> <td>100</td> </tr> </tbody> </table> <p>The 80/20 system – is applicable where the price of one or more responsive tender offers received has a value that equals or is less than R 50 000 000.00 (all applicable taxes included).</p> <p>The 90/10 system – is applicable where the price of all responsive tender offers received has a value that exceed R 50 000 000.00 (all applicable taxes included).</p>		Maximum number of tender evaluation points	Price Component	80 or 90	Preferential Component	20 or 10	Total evaluation points	100																						
	Maximum number of tender evaluation points																														
Price Component	80 or 90																														
Preferential Component	20 or 10																														
Total evaluation points	100																														
F.3.11.7	<p>Scoring price using Formula 2 (Option 1).</p> <p>The value of W_1 is:</p> <ul style="list-style-type: none"> 90 where the price of all responsive tender offers received has a value that exceed R 50 000 000.00 (all applicable taxes included); or 80 where the price of one or more responsive tender offers received has a value that equals or is less than R 50 000 000.00 (all applicable taxes included) 																														
F.3.11.8	<p>Scoring preferences</p> <p>Points are based on a tenderer's scorecard measured in terms the latest amended Construction Sector Code in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, (Act No. 53 of 2003) as amended by the B-BBEE Act 46 of 2013 as issued by the Department of Trade and Industry.</p> <p>Points awarded will be according to the tenderer's B-BBEE status level of contributor as per the table below:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of contributor</th> <th>Number of Points (80/20 system)</th> <th>Number of Points (90/10 system)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20</td> <td>10</td> </tr> <tr> <td>2</td> <td>18</td> <td>9</td> </tr> <tr> <td>3</td> <td>14</td> <td>6</td> </tr> <tr> <td>4</td> <td>12</td> <td>5</td> </tr> <tr> <td>5</td> <td>8</td> <td>4</td> </tr> <tr> <td>6</td> <td>6</td> <td>3</td> </tr> <tr> <td>7</td> <td>4</td> <td>2</td> </tr> <tr> <td>8</td> <td>2</td> <td>1</td> </tr> <tr> <td>Non-Compliant Contributor</td> <td>0</td> <td>0</td> </tr> </tbody> </table> <p>Eligibility for preference points is subject to the following conditions:</p> <ul style="list-style-type: none"> A tenderer's scorecard shall be measured in terms the latest amended Construction Sector Code in terms of section 9(1) of the Broad-Based Black Economic Empowerment 	B-BBEE Status Level of contributor	Number of Points (80/20 system)	Number of Points (90/10 system)	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-Compliant Contributor	0	0
B-BBEE Status Level of contributor	Number of Points (80/20 system)	Number of Points (90/10 system)																													
1	20	10																													
2	18	9																													
3	14	6																													
4	12	5																													
5	8	4																													
6	6	3																													
7	4	2																													
8	2	1																													
Non-Compliant Contributor	0	0																													

	<p>Act, (Act No. 53 of 2003) as amended by the B-BBEE Act 46 of 2013 as issued by the Department of Trade and Industry; and</p> <ul style="list-style-type: none"> • The Scorecard shall be submitted as a certificate attached to Returnable Schedule Form SBD6.1; and • The certificate shall: <ul style="list-style-type: none"> ○ be an original or an original certified copy of the original; and ○ have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or ○ have been issued by a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA); or ○ be in the form of a sworn affidavit in the case of an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE); and • The Verification Certificate must be valid at the tender closing date; and • The date of issue of the certificate must be less than twelve (12) months prior to the tender closing date; and • Compliance with any other information requested to be attached to Returnable Schedule Form SBD6.1; • If a tenderer claims a preference score without submitting an acceptable verification certificate, a period of 24 hours will be granted to submit an acceptable verification certificate which was valid at date of tender closure; and • Failure to submit a valid verification certificate will result in the award of zero (0) points for preference; and • In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> • the tenderer is be registered on the Central Supplier Database at National Treasury prior to the Award of a tender and the Tenderer's Tax Status must be compliant (National Treasury SCM Instruction No 4A of 2016/2017: Central Supplier Database); • the tenderer must submit proof of registration and good standing with the Bargaining Council for the Electrical Industry (NBCEI). • the tenderer must be registered with the Construction Industry Development Board in an appropriate contractor grading designation (All parties to submit this information in the case of a Joint Venture); • the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; • the tenderer has not abused the Employer's Supply Chain Management System; • the tenderer has not failed to perform on any previous contract with the Employer; • the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable; • the tenderer has duly completed and signed the Form of Offer (Note: Any correction must be signed by the authorised signatory); • the tenderer has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture); • the tenderer has completed and signed all SBD Forms (SBD1; SBD4; SBD6.1; SBD6.2); • the tenderer has submitted all relevant certified information with the Tender; • the tenderer has complied with all other Tender Conditions; • the tenderer has met the eligibility requirements specified in clause F.2.1; • the tenderer attended the compulsory briefing meeting and has signed the Attendance Register, otherwise their Tender will be eliminated.

ADDITIONAL CONDITIONS OF TENDER ARE:	
Clause Number	Data
1	<p>Jurisdiction Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.</p>
2	<p>Local Contractors</p> <ul style="list-style-type: none"> • Mchube Electricals, 5EP & 3EB, 083 333 3879 (IYM) • NTSP Enterprise, 1EP, 071 953 7759 (IYM) • T&T Dream, 1EB, 083 595 9230 (IYM) • Seven times a lady, 1EB, 060 852 7064 (EMLM) • Mabija Building & Civil Construction, 4EP PE, 071 203 7655 (EMLM) • Likaboshi Building & Civil Construction 1EB PE, 083 997 7755 (EMLM) • Mbazlaz Trading, 1EP PE, 083 430 7311 • Wavine High Trading & projects, 4EP PE, 061 420 5507 (EMLM) • Tyampi General Maintenance Services, 1EP PE, 067 016 8289 (EMLM) • Impumelelo Trading Enterprise, 1EP PE, 078 555 8439 (EMLM) • Liyema Civil Project, 1EP PE, 081 264 0218 (EMLM) • Hasille Investment, 1EP PE, 073 670 3904 (Intsika) • Rav Gum Investments, 1EP PE, 073 670 3904 (Intsika) • Siyazama electrical project, 1EB PE, 073 670 8242 (Engcobo) • Khanyo Electrical, 1EB PE & 1EP PE, 073 278 0520 (Engcobo) • Ndopho Electrical, 3EB PE & 2EP PE 072 858 8850 (ELM) • Sichumisa iafrica Trading & Projects, 1EP PE, 073 189 1427 • Otave multi Services, 1EP PE, 083 543 2130 (Emalahleni)

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

<p style="text-align: center;">THE TENDER PART 2 (OF 2) : RETURNABLE DOCUMENTS</p>
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T2.1 LIST OF RETURNABLE DOCUMENTS

T2.2 RETURNABLE SCHEDULES

Note to Tenderer:

The information contained on these forms, plus the supporting information, will be used in the first stages of the evaluation of the Tenders.

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

T2.1 : LIST OF RETURNABLE DOCUMENTS
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1. Forms to be completed

FORM	DESCRIPTION	CHECKLIST
SBD 1	INVITATION TO TENDER	Y <input type="checkbox"/> / N <input type="checkbox"/>
A	CERTIFICATE OF TENDERER'S VISIT TO THE SITE	Y <input type="checkbox"/> / N <input type="checkbox"/>
B	CERTIFICATE OF AUTHORITY FOR SIGNATORY	Y <input type="checkbox"/> / N <input type="checkbox"/>
C	SCHEDULE OF ELECTRICAL CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS	Y <input type="checkbox"/> / N <input type="checkbox"/>
D	SCHEDULE OF CONSTRUCTION PLANT	Y <input type="checkbox"/> / N <input type="checkbox"/>
E	T2.2C - SCHEDULE OF PROPOSED SUB-CONTRACTORS	Y <input type="checkbox"/> / N <input type="checkbox"/>
F	CONTRACTOR'S ESTABLISHMENT ON SITE	Y <input type="checkbox"/> / N <input type="checkbox"/>
G	NOTICES TO TENDERERS	Y <input type="checkbox"/> / N <input type="checkbox"/>
H	JOINT VENTURE DISCLOSURE FORM	Y <input type="checkbox"/> / N <input type="checkbox"/>
I	RATES FOR SPECIAL MATERIALS	Y <input type="checkbox"/> / N <input type="checkbox"/>
J	CONTRACTOR'S KEY PERSONNEL & DETAILED CV'S	Y <input type="checkbox"/> / N <input type="checkbox"/>
K	BANKING AND AUDITOR DETAILS	Y <input type="checkbox"/> / N <input type="checkbox"/>
L	DECLARATION - FULFILMENT OF THE CONSTRUCTION REGULATIONS – 2014	Y <input type="checkbox"/> / N <input type="checkbox"/>
M	PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD	Y <input type="checkbox"/> / N <input type="checkbox"/>
N	CENTRAL SUPPLIER DATABASE	Y <input type="checkbox"/> / N <input type="checkbox"/>
O	PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI)	Y <input type="checkbox"/> / N <input type="checkbox"/>
T2.2R	COMPULSORY ENTERPRISE QUESTIONNAIRE	Y <input type="checkbox"/> / N <input type="checkbox"/>
T2.2R	COMPULSORY ENTERPRISE QUESTIONNAIRE (for 2 nd Joint Venture partner – if applicable)	Y <input type="checkbox"/> / N <input type="checkbox"/>
SBD 4	DECLARATION OF INTEREST	Y <input type="checkbox"/> / N <input type="checkbox"/>
SBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (including Affidavit Forms for EMEs and QSEs)	Y <input type="checkbox"/> / N <input type="checkbox"/>
SBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	Y <input type="checkbox"/> / N <input type="checkbox"/>

THESE FORMS MUST BE COMPLETED USING BLACK INK

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the tender documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

2. Other documents that will be incorporated into the Contract

- C1.1 Offer and Acceptance
- C1.2 Contract Data
- C2.2 Pricing Schedule

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

T2.2 : RETURNABLE SCHEDULES

SBD 1 : INVITATION TO TENDER**PART A
INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ROADS & PUBLIC WORKS**

BID NUMBER:	SCMU10-22/23-0013	CLOSING DATE:	28/09/2022	CLOSING TIME:	11H00
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DESCRIPTION	MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

Ground Floor

Stellenbosch Park c/o Fleming Street and Cowan Close

Shornville

King Williams Town (Eastern Cape)

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					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	Department of Transport		CONTACT PERSON	Mr. S. Ndlela	
CONTACT PERSON	Mr. P. Nqikashe		TELEPHONE NUMBER	083 210 7859	
TELEPHONE NUMBER	067 419 8001		E-MAIL ADDRESS	siyabonga.ndlela@ectransport.gov.	
E-MAIL ADDRESS	Philasande.nqikashe@ectransport.gov.za			llmndlela27@gmail.com	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) 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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

A: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

Tenderers are required to sign the attendance register at the Compulsory briefing meeting clearly indicating their Company Name under which they are tendering, as well as their contact details. The attendance register of the Compulsory Clarification Meeting will be deemed as proof of attendance.

The tenderer is required to sign the following declaration that he/she is fully conversant with the proposed works to be conducted.

I certify that the tenderer was duly represented at the Compulsory Clarification meeting and I am satisfied with the description of the work and explanations given by the Employer's Representative(s) and that I understand the work to be done, as specified and implied, for the execution of this Contract.

SIGNED ON BEHALF OF THE TENDERER:

B: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm his/her authority thereto by attaching a duly signed and dated copy on the company letterhead of the relevant resolution of the board of directors to this form.

Failure to submit a duly signed resolution will render the tender non-responsive.

Note: This Form is not applicable if the Signatory to this tender is a Director, a Member, a Sole Proprietor or a Partner.

An example is given below:

“By resolution of the board of directors passed at a meeting held on

Mr/Ms, whose signature appears below, has been duly authorised

to sign all documents in connection with **TENDER NO SCMU10-22/23-0013** and any Contract that may arise therefrom on behalf of

(name of Tenderer in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

C: SCHEDULE OF ELECTRICAL CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS

Notes to tenderer:

1. The tenderer must provide, in TABLE A of this returnable schedule, information of similar project(s) completed or currently being carried out by the tenderer as defined in C.2.1.4.3 OF T1.2: TENDER DATA.
2. For each similar project listed by the tenderer in TABLE A, the tenderer must attach:
 - (a) the COMPLETION CERTIFICATE of the project (if completed); and
 - (b) a completed and signed returnable schedule D(A): SIMILAR PROJECT VERIFICATION FORM [ensure stamp of respondent (employer or consulting engineer for the similar project) is on the form].
3. The tenderer shall indicate in TABLE A, were applicable, if the similar project was completed or currently being carried out as:
 - (a) a principal contractor (PC);
 - (b) a joint venture (JV) member;
4. The tenderer must only list defined similar projects completed or currently being carried out by the tenderer in TABLE A. DO NOT attach a separate list of projects; and DO NOT include projects which are not defined as a similar project.
5. The information supplied by the tenderer, in terms of the returnable schedule will be deemed material in terms of the Employer's evaluation if the tenderer can be considered for a contract in terms of this tender.
6. Compliance with C.2.1.4.3 OF T1.2: TENDER DATA and this returnable schedule is deemed a material responsiveness criteria.

TABLE A: LIST OF SIMILAR PROJECTS FOR RETURNABLE SCHEDULE D

CONTRACT NAME AND CONTRACT NUMBER	EMPLOYER	WORK DONE AS A <i>(tick applicable box)</i> <input type="checkbox"/> PC <input type="checkbox"/> JV	SHORT DESCRIPTION OF WORKS COMPLETED	DURATION OF WORKS (months)	VALUE OF WORKS COMPLETED (incl. VAT)	COMPLETION DATE (mm/yyyy)
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				

SIGNED ON BEHALF OF THE TENDERER:

C(A): SIMILAR PROJECT VERIFICATION FORM (one verification form required for each listed project)

**SIMILAR PROJECT VERIFICATION FORM (QUESTIONNAIRE)
FOR TENDER NO. SCMU10-22/23-0013
MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL**

NAME OF TENDERER:

VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT

Page 1 of 2

PART A OF RETURNABLE SCHEDULE D(A):

[To be completed by the tenderer]

CONTRACT No.:

CONTRACT NAME:

.....

EMPLOYER:

CONTRACTOR:

CONSULTING ENGINEER:

VALUE OF WORKS AT COMPLETION (incl. VAT): R

MONTH/YEAR COMPLETED:

PART B OF RETURNABLE SCHEDULE D(A):

[To be completed by the employer or consulting engineer for the CONTRACT NO. indicated in Part A of Returnable Schedule D(A)]

1. Was a certificate of completion in terms of the conditions of contract, for CONTRACT NO. as indicated in Part A of Returnable Schedule D(A), issued to the contractor?

YES	NO	CURRENTLY BEING CARRIED OUT
-----	----	-----------------------------

(TICK APPLICABLE BOX)

2. Was the works contract (construction) value at completion or estimate for works currently being carried out more or equal than (≥) R 90 million (incl. VAT) for CONTRACT NO. as indicated in Part A of Returnable Schedule D(A)?

YES	NO
-----	----

(TICK APPLICABLE BOX)

3. Is the employer for CONTRACT NO. as indicated in Part A of Returnable Schedule D(A) a National or Provincial Roads Authority?

YES	NO
-----	----

(TICK APPLICABLE BOX)

CONTINUE TO NEXT PAGE

VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT

4. Was the project located within the SADC (South African Development Community) region?

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

5. Did or does the construction works include as a minimum the following activities:

a) Electrical bulk / strengthening of existing medium voltage networks?	YES	NO	(TICK APPLICABLE BOX)
--	-----	----	-----------------------

b) Medium Voltage Ring Main Units and / or Miniature Substations?	YES	NO	(TICK APPLICABLE BOX)
--	-----	----	-----------------------

c) Underground cable works and Medium Voltage joints / terminations?	YES	NO	(TICK APPLICABLE BOX)
---	-----	----	-----------------------

Details of Respondent: *[employer or consulting engineer for the CONTRACT NO. indicated in Part A of Returnable Schedule D(A)]*

Verification information supplied by: *(state name & surname)*

Designation on Project:

Company:

Signature: Date:

Contact Details:

Tel No.:

Email:

Company Stamp:

(Please return both pages to Tenderer for submission with his Tender)

E: T2.2C - SCHEDULE OF PROPOSED SUB-CONTRACTORS

Project Title:						
Contract Number:						
<p>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 motivation does not change the requirement for us to submit the names of proposed Subcontractors in accordance with the 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.</p>						
	Name and address of proposed Subcontractor (s)	BBBEE – level of Sub-contractor (Proof must be submitted with the bid)	Nature and extend of Work	Previous experience with Sub-contractor	Estimated R-value of sub-contract works	Sub-contracting % based on R-Value of total Bid price
1					R	_____ %
2					R	_____ %
3					R	_____ %
4					R	_____ %
5					R	_____ %
TOTAL R- VALUE AND PERCENTAGE OF WORK OF SUB-CONTRACTORS					R	_____ %

Signed _____ Date _____
(Signature of bidder)

Name _____ Position _____
(Name of authorised signature) (Position of authorised signature)

Name of Bidder _____

This schedule will be read and apply in conjunction with the provisions of SBD 6.1, paragraph 5.7 and 5.8. **In the event that the total sub-contracting exceeds 25% of the bid sum, a valid BBBEE-certificate must be submitted with the bid for each proposed sub-contractor.**

Note : This Schedule does not apply in the case of Targeted subcontractor(s) to be procured in terms of the Employer’s participation goals of this contract as referred to Part C3: SECTION G1: TARGETED SUBCONTRACTOR PARTICIPATION AND DEVELOPMENT specifications in Volume 3 Book 2 (Project Document).

SIGNED ON BEHALF OF THE TENDERER:

F: CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total tender for:

Section A: The Contractors general obligations:

- (a) Fixed Obligations
- (b) Value-related Obligations
- (c)(i&ii) Time-related Obligations

exceed a maximum of **20%** of the tender sum (excluding; provisional and prime cost sums and its related % mark-up amount in the bill of quantities, total amount for Dayworks, allowances for contingencies and contract price adjustments and VAT), the Tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

In the event of there being any rate or rates which are declared to be unacceptable by the Employer for reasons which the Employer will indicate, the Tenderer will be requested -

- (a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,
- (b) and subsequently to consider amending and adjusting such rate or rates while retaining the tender sum derived under (a) unchanged and fixed. It must be understood that in the event of the Tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his tender.

Total tender for Section A expressed as a percentage of the tender sum (excluding; provisional and prime cost sums and its related % mark-up amount in the bill of quantities, total amount for Dayworks, allowances for contingencies and contract price adjustments and VAT).....%

SIGNED ON BEHALF OF THE TENDERER:

H: JOINT VENTURE DISCLOSURE FORM

Tenderers submitting tenders as a joint venture are to attach a signed copy of the Joint Venture Agreement or, if a Joint Venture Agreement has not yet been formalized, then the Tenderer is to attach a Letter of Intent of a Joint Venture Agreement, signed by all parties involved in the Joint Venture Agreement. Should the Joint Venture wish to claim B-BBEE points, then a consolidated B-BBEE Scorecard for the Joint Venture partnership is to be attached to completed **Form SBD 6.1**.

The Signatory on behalf of the Joint Venture must be disclosed in Form B : Certificate of Authority for Signatory as well as in the Joint Venture Agreement.

SIGNED ON BEHALF OF THE TENDERER:

I: RATES FOR SPECIAL MATERIALS

Each material dealt with as a special material in terms of Clause 6.8.3 of the Conditions of Contract (GCC 2015) is stated in the list below. The units, rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. Tenderers are to note that fuel is not classified as a special material.

SPECIAL MATERIAL	UNIT *	RATE

Note *: Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

SIGNED ON BEHALF OF THE TENDERER:

J: CONTRACTOR'S KEY PERSONNEL & DETAILED CV'S

The Tenderer must state below the key personnel in its employment as referred to in clause F.2.1 of Part T1.2 : Tender Data, who are intended for use on this contract. Relevant detailed CV's including certificates for qualifications and professional registration as well as indicating their previous experience **must be attached**.

POSITION	NAME	YEARS EXPERIENCE	PROFESSIONAL REGISTRATION
<u>Construction Manager</u>			
<u>Site Foreman</u>			
<u>Construction Health & Safety Officer</u>			

SIGNED ON BEHALF OF THE TENDERER:

K: BANKING AND AUDITOR DETAILS

The Tenderer shall provide details of his banker and auditing accountant.

Bank Details - Bank Name:
Address:
Account Number:
Contact Person:
Tel No.:
Fax No.:

Auditor Details - Firm Name:
Address:
Account Number:
Contact Person:
Tel No.:
Fax No.:

SIGNED ON BEHALF OF THE TENDERER:

L: DECLARATION - FULFILMENT OF THE CONSTRUCTION REGULATIONS – 2014

In terms of Regulation 7(1)(a) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Definition of a Competent Person as in Construction Regulations 2014

“Competent person” means a person who:

- (a) has in respect in the work or the task to be performed the required knowledge, training and experience and, where applicable, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) is familiar with the Act and with the applicable regulations made under the Act.

Tenderers shall answer the questions below:

- 1 I confirm that I am fully conversant with the OHS Act and Regulations and that my Company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

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

Signature : : Name :

- 2 Indicate which approach shall be employed to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) – specify:	

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

4 Provide details of proposed training (if any) that will be undergone:

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

5 List potential key risks identified and measures for addressing risks:

See the Baseline Hazard Identification and Risk Assessment contained in the Section C: Health and Safety Specifications in Part 3 – Scope of Works of Volume 3 - Book 2 (Project Document).

Note: The successful tenderer must submit a Project Specific Occupational Health and Safety Plan approved by the Employer within 14 days of being awarded the contract.

6 I have fully included in my tender rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfillment of the Regulations for the duration of the construction and defects repair period. (Tick)

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

Signature : Name :

SIGNATURE OF PERSON AUTHORISED TO SIGN THIS TENDER:

..... ID NO:

M: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderers must attach to this page, a recent printout of proof from the CIDB website verifying their valid CIDB registration. (In the case of Joint Ventures, proof must be provided for each partner).

A tender shall not be awarded to a tenderer whose status cannot be verified as “Active” on the CIDB website at the time of award. Such tenders will be eliminated.

SIGNED ON BEHALF OF THE TENDERER:

N: CENTRAL SUPPLIER DATABASE

Tenderers must attach to this page, proof of registration with the Centralised Supplier Database of National Treasury. (In the case of Joint Ventures, proof must be provided for each partner).

The Tenderer must be registered on the Central Supplier Database at National Treasury prior to submitting a tender otherwise the tender will be rejected (National Treasury SCM Instruction No .4A of 2016/2017 – Central Supplier Database)

I, the undersigned, confirm the following details of the firm/company's registration on the National Treasury Central Supplier Database:

Supplier Name:

Supplier Number:

SIGNED ON BEHALF OF THE TENDERER:

O: PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY (NBCEI)

Tenderers must attach to this page, proof of registration and good standing with the Bargaining Council for the Electrical Industry (NBCEI).

In the case of Joint Ventures, proof must be provided for each partner.

Note: Failure to submit proof of valid registration and good standing will deem the tender to be Non-Responsive

SIGNED ON BEHALF OF THE TENDERER:

T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD4 must be completed for each tender and attached as a tender requirement

Section 7.1: The attached SBD6.1 must be completed for each tender and attached as a tender requirement

Section 7.2: The attached SBD6.2 must be completed for each tender and attached as a tender requirement

Section 8: The attached SBD8 must be completed for each tender and attached as a tender requirement

Section 9: The attached SBD9 must be completed for each tender and attached as a tender requirement

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

- i) authorizes the Employer to verify Tax Compliance status from the South African Revenue Services or the Centralised Suppliers Database (CSD);
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise name

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act.

T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE (for 2nd Joint Venture partner – if applicable)

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD4 must be completed for each tender and attached as a tender requirement

Section 7.1: The attached SBD6.1 must be completed for each tender and attached as a tender requirement

Section 7.2: The attached SBD6.2 must be completed for each tender and attached as a tender requirement

Section 8: The attached SBD8 must be completed for each tender and attached as a tender requirement

Section 9: The attached SBD9 must be completed for each tender and attached as a tender requirement

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

- i) authorizes the Employer to verify Tax Compliance status from the South African Revenue Services or the Centralised Suppliers Database (CSD);
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise name

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

2 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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*2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

*2 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.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS

This form must be included additional to the SBD4

1. In terms of section 30 of the Public Service Act;

No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

2.

Are any of the shareholders/ directors of your company employed by the State?	Yes/No
---	--------

3. "State" means –

- a. 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);
- b. Any municipality or municipal entity;
- c. Any provincial legislature;
- d. national Assembly or the national Council of provinces; or
- e. Parliament.
- f. Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

4. Should you indicate "yes" above, please provide the following details:

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				
5				

5. Please note: The "state" is clearly defined in paragraph 3 above. In the event that "no" is selected and subsequently any false declaration are detected, the non-disclosure of such "state employment" will be deemed as "fraud". Therefore the state may reject the bid and in addition may proceed with further action should this declaration prove to be false.

6. DECLARATION

I, (NAME & SURNAME)ID NUMBER.....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (including Affidavit Forms for EMEs and QSEs)

SBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated **to not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES 1. 2.

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:
 - The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
 - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
 - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
 - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.
Details are available on: www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp
 - An electronic copy can also be requested through DRPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:
 - The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
 - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's BBBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
 - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
- Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.
Details are available on: www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp
 - An electronic copy can also be requested through DRPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

SBD 6.2

This Standard Bidding Document (SBD) 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, 2017, 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, 2017 (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 (SBD6.2) 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>
<u>Steel Products and Component for Construction</u>	<u>100%</u>

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____
WITNESS No. 1 _____ **DATE:** _____
WITNESS No. 2 _____ **DATE:** _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. **SCMU10-22/23-0013**

(C2) Tender description: **MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE - PHASE 1B ELECTRICAL**

(C3) Designated product(s): **Steel Products and Component for Construction**

(C4) Tender Author: **16mm² x 4core**

(C5) Tendering Entity name: **Department of Transport**

(C6) Tender Exchange Rate: **Pula** **EU** **GBP**

(C7) Specified local content %: **100%**

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Tender price - each (excl VAT)	Calculation of local content			Local content % (per item)	Local value	Tender summary			
			Exempted imported value	Imported value	Tender value net of exempted imported content			Total tender value	Total exempted imported content	Total imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
E1.1	9m Wooden pole 140-159mm							1			
E1.3	11m Wooden Pole 160-179mm							3			
E1.4	11m Wooden Pole 180-199mm							5			
F1.1	Mini-Substation 200KVA 11kV/415V Dyn11 + 3way RMU + S/L Control							1			
F1.2	Ring Main Unit - 4way + MV Metering							1			
F1.3	LV Kiosk as per SID1							1			
F2.1	Drop Out Fuses complete with cross arm and 20A fuses							2			
F2.2	Solid sectionalising links complete with cross arm							3			
G1.1	35mm ² x 3core 11kV PILC Cable - Table 19							40			
G1.2	50mm ² x 3core 11kV PILC Cable - Table 19							20			
G2.1	50mm ² x 4core							225			
G2.2	35mm ² x 4core							450			
G2.4	16mm ² x 4core							150			
G2.5	6mm ² x 4core							40			
G3.1	12kV Termination in Cable Box - (25-70mm ²)							3			
G3.2	12kV Termination on Pole - (25-70mm ²)							3			
G3.3	12kV Termination in Cable Box - (95-240mm ²)							1			
G7.1	35mm ² Fox (ACSR)							1 260			
G8.2	70mm ² 400V ABC THREE Phase + Bare Neutral							100			
G9.2	25mm ² BCEW							275			
G9.3	16mm ² BCEW							175			
G9.6	4mm ² BCEW							50			

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

Signature of tenderer from Annex B Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	SCMU10-22/23-0013
(D2) Tender description:	MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE - PHASE 1B ELECTRICAL
(D3) Designated Products:	Steel Products and Component for Construction
(D4) Tender Authority:	Department of Transport
(D5) Tendering Entity name:	
(D6) Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>

Note: VAT to be excluded from all calculations

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Signature of tenderer from Annex B

Date:

This total must correspond with Annex C - C 23

GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components /materials/ services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C**3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D**4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E**5.1. Guidelines to completing Annexure E: “Local Content Declaration - Supporting Schedule to Annexure C”**

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works**E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

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ELECTRICAL

CONTRACT

PART 1 (OF 4) : AGREEMENTS AND CONTRACT DATA

- C1.1 FORM OF OFFER AND ACCEPTANCE**
- C1.2 CONTRACT DATA**
- C1.3 PERFORMANCE GUARANTEE (PRO FORMA)**
- C1.4 OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993
CONTRACTORS 37.2 AGREEMENT**
- C1.5 OMITTED**
- C1.6 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN
TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH
AFRICA, NATIONAL ENVIRONMENTAL MANAGEMENT ACT, MINERAL
AND PETROLEUM RESOURCES DEVELOPMENT ACT, NATIONAL
WATER ACT, NATIONAL FORESTS ACT AND NATIONAL HERITAGE
RESOURCES ACT**
- C1.7 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF
SOUTH AFRICA, NATIONAL ENVIRONMENTAL MANAGEMENT ACT,
MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT,
NATIONAL WATER ACT, NATIONAL FORESTS ACT AND NATIONAL
HERITAGE RESOURCES ACT**

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ELECTRICAL

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

SCMU10-22/23-0013:

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

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

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

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

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

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

<u>OFFER SIGNATURE BLOCK</u>	
For The Tenderer:	
Signature(s) .....	.....
Name(s) .....	.....
Capacity .....	.....
for the Tenderer .....	.....
(Name and address of organization)	
Name and signature of witness	Date

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part 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 the above listed Parts.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) 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.

<u>ACCEPTANCE SIGNATURE BLOCK</u>	
For the Employer:	
Signature(s)	.....
Name(s)	.....
Capacity	.....
for the Employer:	Department of Transport Province of the Eastern Cape Private Bag X0023, BHISHO, 5605
Name and signature of witness	..... Date

3. SCHEDULE OF DEVIATIONS

Notes:

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

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

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

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

SCHEDULE OF DEVIATIONS SIGNATURE BLOCK

For The Tenderer:

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

for the **Employer:** **Department of Transport
Province of the Eastern Cape
Private Bag X0023,
BHISHO,
5605**

Name and signature
of witness Date

4. CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)

of (month)

20..... (year)

at (place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

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C1.2: CONTRACT DATA (PART 1)**PART 1 : DATA PROVIDED BY THE EMPLOYER****CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition (2015) [hereinafter referred to as GCC2015] including corrections, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract.

CONTRACT SPECIFIC DATA

The following contract specific data, amendments, additions, or omissions, referring to the GCC2015 are applicable to this Contract.

No.	Clause	Description
1	1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.
2	1.1.1.14	The time for achieving Practical Completion is eight (8) months excluding all relevant special non-working days.
3	1.1.1.15	The name the Employer is THE DEPARTMENT OF TRANSPORT, PROVINCE OF THE EASTERN CAPE, represented by the Head of Department and/or such other person or persons duly authorized thereto by the Employer in writing.
4	1.1.1.16	The name of the Employer's Agent is HHO Consulting Engineers (Pty) Ltd, duly authorised agent of HHO Consulting Engineers (PTY) Ltd, as appointed Electrical Engineering Consultant: Name: Electro Storm Consulting Engineers (Pty) Ltd.
5	1.1.1.26	The Pricing Strategy is a Re-measurement Contract
6	1.1.1.35	<i>Add the following new sub-clause:</i> "Value of Works" means the value of Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments."
7	1.2.1.2	The address of the Employer is: Physical address: Stellenbosch Park Schornville c/o Flemming Street and Cowan Close King Williams Town Postal address: Private Bag X0023 Bhisho 5605 E-mail address: siyabonga.ndlela@ectransport.gov.za Tel number: 083 210 7859 Fax number: N/A

No.	Clause	Description
8	1.2.1.2	<p>The address of the Electrical Engineer Agent's is:</p> <p>Physical address: 18 Golf Rd Blue Rise QUEENSTOWN, 5319</p> <p>E-mail address: andre@eseconsult.co.za</p> <p>Telephone number: 087 160 0530</p>
9	1.3.7	<p><i>Add the following new subclause:</i></p> <p>"All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer."</p>
10	2.4.1	<p><i>Add the following:</i></p> <p>"In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ol style="list-style-type: none"> 1. Form of Offer and Acceptance and Schedule of Deviations 2. Contract Data 3. General Conditions of Contract (2015) 4. Scope of Works 5. Standard & Supplementary Specifications 6. Site Information 7. Construction Drawings 8. Bill of Quantities 9. The Returnable Schedules
11	3.2.3	<p>The Employer's Agent shall obtain specific written approval from the Employer before carrying out any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ol style="list-style-type: none"> 1. Nominating the Employer's Agent's Representative in terms of Clause 3.3.1 2. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7 3. Authorising the Contractor to repair and make good excepted risks in terms of Clause 7.5.5 4. The issuing of variation orders in terms of Clause 6.3.2 5. The issuing of an instruction to accelerate progress in terms of Clause 5.12.4 6. The approval of any extension of time for completion in terms Clause 5.12.1 7. The reduction of a penalty for delay in terms of Clause 5.13.2

No.	Clause	Description
		<p>8. The issuing of penalties in terms of Clause 5.13</p> <p>9. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4</p> <p>10. The giving of a ruling on a Contractor's claim in terms of Clause 10.1.5</p> <p>11. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11</p>
12	3.2.4	Delete the last sentence of the Clause
13	3.3.6	<p><i>Add the following:</i></p> <p>"The time limit for referring the matter to the Employer's Agent by the Contractor shall be twenty-one (21) days after the decision in question was given by the Employer's Agent's Representative".</p>
14	4.3.3	<p><i>Add the following new subclause:</i></p> <p>"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act'), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ul style="list-style-type: none"> (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge. (f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2014 (i) Acquaint himself with the requirements of the Employer's Health and Safety Specification as laid down in regulation 5(1)(b) of the Construction Regulations of 2014 and prepare a suitably and sufficiently documented Health and Safety Plan as contemplated in Construction Regulation 7(1)(a) of the Construction Regulations of 2014 for approval by the Employer or his assigned Agent. The Contractor's Health and Safety Plan and risk assessment shall be submitted to the Employer for approval within 14 days from the date of signing the Form of

No.	Clause	Description
		<p>Acceptance and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned Agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
15	4.3.4	<p><i>Add the following new subclause:</i></p> <p>"The Contractor shall assume responsibility for compliance with the Environmental Management Programme (EMPR) and all other relevant environmental Acts and regulations in respect of the sites and shall ensure that the sites are rehabilitated before the conclusion of the Contract.</p> <p>(a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant environmental legislative provisions of the relevant Acts as listed in Section F of the Scope of Works;</p> <p>(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the various environmental Acts and regulations will be fully complied with;</p> <p>(c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Environmental Method Statements held by the Contractor;</p> <p>(e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge."</p>
16	4.12.2	<p><i>Add the following:</i></p> <p>"Employer's minimum requirements for approval of the Construction Manager:</p> <ol style="list-style-type: none"> 1. Must be in the employment of the Contractor; and 2. Must be qualified with a minimum of National diploma in Electrical Engineering (Ndip Elec Eng); or <p>the South African Trade tested Artisan in the electrical or equivalent trade; and</p>

No.	Clause	Description
		3. Must have a minimum of ten (10) years' experience in surfaced road upgrading project(s).
17	5.3.1	The documentation required from the Contractor before commencement of the Works are: <ol style="list-style-type: none"> 1. An approved, project specific Health and Safety Plan (Refer Clause 4.3) 2. Initial programme (Refer Clause 5.6) 3. Security (Refer Clause 6.2) 4. Insurances (Refer Clause 8.6) 5. Signed agreement in terms of Section 37.2 of the OHS Act, 1993 6. A valid Letter of Good Standing from the Compensation Commissioner or FEMA 7. Proof of registration and good standing with the Bargaining Council for the Electrical Industry (NBCEI)
18	5.3.2	The time to submit the documentation required from the Contractor before application for Construction work permit and commencement with Works is fourteen (14) days from the Commencement Date
19	5.4.4	<i>Add the following new subclause:</i> "The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purpose of the Works."
20	5.8.1	The non-working days are Sundays. The special non-working days are: <ol style="list-style-type: none"> 1. All gazetted public holidays 2. The contractor's year-end break as determined by SAFCEC.
21	5.11.2	<i>In the third line, after the word "progress", insert "or alter the order".</i>
22	5.13.1	The penalty for failing to complete the Works is R2,500-00 per day or part thereof.
23		
24	5.16.3	The latent defects period is ten (10) years.
25	6.2.1	The security to be provided by the Contractor shall be a Fixed Performance Guarantee of 10% of the Contract Sum.
26	6.8.2	The value of the certificates issued shall not be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:
27	6.8.3	Price adjustments for variations in the costs of special materials are allowed.
28	6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.

No.	Clause	Description
29	6.10.19	<p><i>Add the following subsubclause:</i></p> <p>“The Contractor is required to submit an accurately completed and signed monthly Contractor Monthly Local Labour Report (Annexure B) in accordance with Section E of Part 3: SCOPE OF WORKS of the Contract.”</p>
30	6.10.3	<p>The percentage retention on the amounts due to the Contractor is 10% of the Contract Price.</p> <p>The limit of retention money is R 1 000 000.00 (excluding VAT).</p> <p><i>Add the following:</i></p> <p>“A retention money guarantee in lieu of retention is not permitted.</p>
31	6.10.4	In the third sentence replace “ 28 days of receipt “ with “ 30 days of confirmed receipt “
32	6.11	<i>Delete this Clause.</i>
33	7.2.1	<p><i>Add the following at the end of the paragraph:</i></p> <p>“,subject to approval of the Employer’s Agent”.</p>
34	8.2.1	<p><i>Add the following:</i></p> <p>“The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer’s Agent or by any act, regulation or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractor’s prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations”</p>
35	8.2.2.3	<p>Add the following to the end of Clause 8.2.2.3</p> <p>“risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract that the Contractor is to effect insurance against these risks”.</p>
36	8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00.
37	8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 0.00.
38	8.6.1.3	The limit of indemnity for liability insurance is R 15 000 000.00 for any single claim with the number of claims to be unlimited.
39	8.6.1.5	Where the Contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture or fabrication. In the event the Employer having an insurable interest in such Works during

No.	Clause	Description
		manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance.
40	10.5.3	The number of Adjudication Board Members to be appointed is one (1).
41	10.7.1	The determination of disputes shall be by arbitration.

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MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

No.	Clause	Description						
1	1.1.1.9	The Contractor is [The Legal name of the Contractor].						
2	1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :						
3	6.2.1	The security to be provided by the Contractor shall be: <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="text-align: center;">Type of Security</td> </tr> <tr> <td style="text-align: center;">Fixed Performance Guarantee of 10% of the Contract Sum</td> </tr> </table>	Type of Security	Fixed Performance Guarantee of 10% of the Contract Sum				
Type of Security								
Fixed Performance Guarantee of 10% of the Contract Sum								
4	6.8.3	The variation in cost of special materials is <i>(if applicable)</i> <table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th style="width: 70%;">Type of special material</th> <th style="width: 10%;">Unit</th> <th style="width: 20%;">Rate</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Type of special material	Unit	Rate			
Type of special material	Unit	Rate						

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MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

C1.3 : PERFORMANCE GUARANTEE (PRO FORMA)

For use with the General Conditions of Contract for Construction Works, Third Edition (2015)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means: THE DEPARTMENT OF TRANSPORT, PROVINCE OF THE EASTERN CAPE

"Contractor" means:

"Employer's Agent" means: As appointed by the Employer

"Works" means: SCMU10-22/23-0013 : MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

"Site" means: The land and other places made available by the Employer, for the purpose of the Contract, on, under, over, in or through which the Works are to be carried out

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: **Fixed**

"Expiry Date" means or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated her

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

1. FIXED PERFORMANCE GUARANTEE

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 2.1 The Guarantor hereby acknowledges that:
 - 2.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2 Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 2.2.1 to 2.2.3:
 - 2.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 2.2.2;
 - 2.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 2.2.1 and the sum certified has still not been paid;
 - 2.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 2.2.
- 2.3 Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 2.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 2.3; or
 - 2.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 2.3; and
 - 2.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 2.2 and 2.3 shall not exceed the Guarantor's maximum liability in terms of 1.1.
- 2.5 Where the Guarantor has made payment in terms of 2.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6 Payment by the Guarantor in terms of 2.2 or 2.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 2.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11 This Performance Guarantee, with the required demand notices in terms of 2.2 or 2.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

**C1.4 : OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993
CONTRACTORS 37.2 AGREEMENT**

AGREEMENT WITH MANDATORY

In terms of Section 37(1) and (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

DEPARTMENT OF TRANSPORT, PROVINCE OF THE EASTERN CAPE

(Hereinafter referred to as the “Client”)

AND

PRINCIPAL CONTRACTOR

(Hereinafter referred to as the “Principal Contractor”)

Compensation Fund Number: _____

Valid Letter of Good Standing to be attached to this Mandatory Document

PRINCIPAL CONTRACTOR'S UNDERTAKING AND INDEMNITY

1. The Principal Contractor hereby agrees and undertakes, in terms of Section 37(2) of the Act, to accept full responsibility for all health and safety matters for the duration of its carrying out the work, including but not limited to:-
 - 1.1 providing for the health and safety of its personnel and ensuring that its personnel at all times adhere to the provisions of the Act and the terms and conditions of the Agreement; and
 - 1.2 ensuring that no third party's health and safety is endangered in any way by the Principal Contractor's activities or conduct on the Clients premises.
2. The Principal Contractor hereby indemnifies and holds the Client harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered or sustained by the Client pursuant to a breach by the Principal Contractor or its Personnel and/or Contractors, of the provisions of the agreement and the Act.

The Principal Contractor's obligations include, without limitation, the following: -

1. The Principal Contractor shall not cause, as far as is reasonably practicable, any harm to or endanger any Clients personnel or other persons on the Clients premises at which the Principal Contractor is carrying out the work.
2. The Principal Contractor shall ensure that its personnel have access to an updated edition of the OHS Act at all times.
3. The Principal Contractor agrees to co-operate with the Client and provide the Client with all information relating to occupational health and safety issues where the Client requests such information, including any non-compliance with the requirements of the Act.
4. The Principal Contractor shall ensure that the Personnel, when on Clients premises, at all times adhere to the standard health, safety and security procedures and guidelines as laid down by the Client for its own personnel in terms of the Act, as varied and conveyed by the Client to the Principal Contractor from time to time.
5. The Principal Contractor shall ensure that, where applicable in terms of the Act, members of its personnel involved in carrying out the work undergo thorough medical examinations prior to commencing any activity on the Clients premises and continue to undergo routine medical examinations for the duration of the work.
6. The Principal Contractor shall ensure that the work carried out on The Client premises shall be carried out under strict supervision by qualified members of the Principal Contractors personnel who are trained to understand the hazards associated with the work and who are authorized to take such precautionary measures as are necessary. Further, the Principal Contractor shall enforce disciplinary measures where any members of its Personnel do not comply with the provisions of the Act.
7. The Principal Contractor shall ensure that all members of its personnel report any unsafe or unhealthy work situations to the Principal Contractor immediately. The Principal Contractor will in turn report such situations to the Client's appointed Agent immediately.
8. In the event of an incident occurring on the Client premises, the Principal Contractor shall immediately notify the Client thereof and shall inform the relevant provincial director at the Department of Labour thereof within 7 (seven) days of the incident occurring. The Client reserves the right to retain an interest in any such incident. Accordingly, the Principal Contractor shall provide the Client with copies of all documentation relating to the incident and any formal investigations or inquiries conducted in terms of the OHS Act.
9. The Principal Contractor shall under no circumstances bring any intoxicating substances onto The Client premises. Where the Client has reason to believe that any member of the Principal Contractors personnel is under the influence of an intoxicating substance, the Client shall be entitled to deny such person access to or remove such person from the Clients premises.

10. In terms of Section 10(4) of the Act, the Principal Contractor undertakes that where it uses an article sourced from a third party in the course of carrying out the work, it shall ensure that such article complies with the prescribed requirements.
11. The Principal Contractor undertakes that all vehicles used on the Clients premises shall be in a roadworthy condition and shall be fully licensed and adequately insured. The Principal Contractor undertakes further that it shall use suitably skilled and licensed drivers/operators for such vehicles and that no passengers shall be carried in these vehicles unless the vehicle in question has been specifically designed for carrying passengers. Further, the Principal Contractor shall comply with the requirements of the Hazardous Substances Act No 15 of 1973, as amended from time to time, where hazardous substances are carried on any of its vehicles.
12. The Principal Contractor undertakes, at all times, to adhere to the minimum requirements for environmental standards as set out in the OHS Act, including but not limited to lighting requirements, thermal requirements, ventilation, flooding precautions, fire precautions and noise conservation and further undertakes not to cause any impairment to the existing environmental conditions on The Clients premises.
13. The Principal Contractor shall at all times have an adequate supply of fire protection equipment at the Clients premises on which the work is in progress. The Principal Contractor shall also ensure that all personnel on the Clients premises are familiar with the Client's fire precautions and procedures; including alarm signals and emergency exits and that they adhere to such precautions.
14. The Principal Contractor shall provide and maintain in good condition, a satisfactorily equipped first aid box where there are more than five personnel members at the Clients premises.
15. The Principal Contractor shall ensure that all personnel are trained and provided with instructions and information on health and safety aspects relating to the work and that they understand the hazards associated with the work being carried out on the Clients premises, if applicable.
16. The Principal Contractor shall ensure that where needed, health and safety equipment shall be provided or installed.
17. The Principal Contractor shall further ensure that all personnel using any machinery or other equipment are properly trained and qualified to use such machinery or other equipment and that precautionary measures are taken when using any machinery or equipment.
18. The Principal Contractor shall not permit any person to enter the Clients premises where the work is being carried out where the health and safety of such person is at risk or may be at risk. Where the Client deems it necessary, the Principal Contractor agrees to post a notice at the Clients premises prohibiting the entry of unauthorized persons onto the premises.
19. If the Principal Contractor is to engage in construction work on the Client premises and if the nature of such construction work falls within the ambit of Section 3 of the Construction Regulations to the OHS Act, it shall inform the relevant provincial director at the Department of Labour thereof and provide the provincial director with the information required in the aforementioned Section 3.
20. The Principal Contractor shall at all times allow inspectors access to The Client premises and shall allow them to inspect the work. The Principal Contractor shall not prevent any inspector from removing any article, substance, machinery or documentation and shall allow an inspector to provide assistance where such inspector deems necessary.
21. Should the Client at any time have reason to believe that any member of the Principal Contractors personnel is failing to comply with the provisions of the OHS Act or that such Personnel-member poses a threat or risk to the Client, the Client shall be entitled to deny such personnel-member access to any or all of the Client's premises and require the Principal Contractor to replace such member of its personnel without delay.

Principal Contractor WARRANTIES

The Principal Contractor hereby warrants that it shall at all times:-

1. comply with all provisions of the OHS Act and the Regulations thereto;
2. be in possession of all required permits to carry out the work, such permits to remain valid for the full duration of the work;
3. be in possession of a valid registration with the Compensation Commissioner in terms of the Compensation for Occupational Injuries Act No 130 of 1993 and have paid all monies due to the Compensation Commissioner. The Principal Contractor must ensure that its cover under the abovementioned OHS Act remains in force for the duration of the work;
4. be in possession of and present to the Client on signing hereof, a letter of Good Standing from the Compensation Commissioner;
5. have correctly trained personnel with the required certifications and qualifications as prescribed by the Act;
6. maintain acceptable levels of hygiene and cleanliness in carrying out the work;
7. carry out and comply with all requirements prescribed in terms of the General Safety Regulations in the Act, including but not limited to:-
 - 7.1 using adequate personal protective equipment where applicable; and
 - 7.2 using machinery which is in good order and is fit for the purpose for which it is intended; and
8. as far as reasonably practicable, ensure that any persons other than the Personnel who may be directly affected by the Principal Contractor activities shall not be exposed to health and safety dangers as a result of the work which the Contractor is carrying out.

ACCEPTANCE BY MANDATORY

SIGNED at on 20

For and on behalf of the **Client**

Name & Office

WITNESSES:

1 _____
Signature

Name

2 _____
Signature

Name

SIGNED at on 20

For and on behalf of the **Contractor**

Name & Office

WITNESSES:

1 _____
Signature

Name

2 _____
Signature

Name

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

C1.6 : CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, NATIONAL ENVIRONMENTAL MANAGEMENT ACT, MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, NATIONAL WATER ACT, NATIONAL FORESTS ACT AND NATIONAL HERITAGE RESOURCES ACT

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

An example is given below:

“By resolution of the Board of Directors passed at a meeting held on,

Mr./Ms whose signature appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND NATIONAL ENVIRONMENTAL MANAGEMENT ACT on behalf of(the Contractor)

SIGNED ON BEHALF OF THE COMPANY

IN HIS/HER CAPACITY AS

DATE

SIGNATURE OF SIGNATORY

Witness.....

Witness

Name.....

Name

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

C1.7 : AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, NATIONAL ENVIRONMENTAL MANAGEMENT ACT, MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, NATIONAL WATER ACT, NATIONAL FORESTS ACT AND NATIONAL HERITAGE RESOURCES ACT

THIS AGREEMENT made at.....

on this theday of in the year.....

between the, DEPARTMENT OF TRANSPORT: PROVINCE OF THE EASTERN CAPE (hereinafter called “the Employer”) of the one part,

herein represented by in his capacity as

and delegate of the Employer in terms of the Employer’s standard powers of delegation

and

(hereinafter called “the Mandatory”) of the other part,

herein represented by in his capacity as

and being duly authorised by virtue of a resolution appended hereto as Annexure B;

WHEREAS the Employer is desirous that certain works be constructed, viz.

CONTRACT No SCMU10-22/23-0013: MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works, and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Constitution of the Republic of South Africa, the Environmental Conservation Act and the National Environmental Management Act;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date determined under Clause 5.4.1 of the Contract Data to either:
 - a) the date of the final certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as “the GCC”), as contained in this volume of the contract documents pertaining to this Contract, or
 - b) the date of termination of the Contract in terms of Clause 9.2.1 of the GCC.
3. The Mandatory declares himself to be conversant with the following:-

All the requirements, regulations and standards of Section 24 of the Constitution of the Republic of South Africa (Act No 108 of 1996)² *, the National Environmental Management Act (Act No 107 of 1998), hereinafter referred to as “The Act”, together with its amendments of The Act, the Mineral and Petroleum Resources Act (Act No 28 of 2002) together with its amendments, the National Water Act

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

<p style="text-align: center;">CONTRACT PART 2 (OF 4) : PRICING DATA</p>
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C2.1 PRICING ASSUMPTIONS

C2.2 PRICING SCHEDULES / BILL OF QUANTITIES

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

C2.1 : PRICING ASSUMPTIONS

- C2.1.1 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them.
- Unit: The unit of measurement for each item of work as defined in the Standard Specifications or the Project Specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work for which the Service Provider tenders to do the work.
- Amount: The product of the quantity and the rate tender for an item.
- Lump Sum: An amount tender for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.
- C2.1.2 This Bill of Quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- C2.1.3 The quantities set out in the Bill of Quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, will be used to determine payments to the Contractor.
- The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tender, subject only to the provisions of subclause 1209(a) of the Standard Specifications.
- C2.1.4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc. and for the completed items of work as specified, all in accordance with subclause 1209(b) of the Standard Specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the Standard Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Special Conditions of Contract, Standard Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.
- C2.1.5 The Tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Bill of Quantities.
- The Tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tender rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 14 of this preamble.
- If the Tenderer should group a number of items together and tender one lump sum for each group of items, this single tender lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.
- The tender lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- C2.1.6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurements of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- C2.1.7 The amount of work or the quantities of material stated in the Bill of Quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.
- C2.1.8 The statement of quantities of material or the amount of work in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- C2.1.9 The short descriptions of the payment items in the Bill of Quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, Standard Specifications, Project Specifications, General Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of work entailed under each item.
- C2.1.10 The provisions of Clause 6.6 of the General Conditions of Contract shall apply to provisional sums and prime cost sums.
- C2.1.11 Subject to the conditions stated in paragraph C2.1.14 below, the rates and lump sums filled in by the Tenderer in the Bill of Quantities shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Adjustment of the rates to minimise commercial risk will take place prior to the signing of the contract. In their own interest Tenderers must make doubly sure of the correctness of their tender rates, the extensions and the Tender Sum.
- Arithmetical errors of responsive tenders will be corrected as per CIDB Practice Note #2 (February 2008).
- C2.1.12 A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- C2.1.13 The units of measurement indicated in the Bill of Quantities are metric units

The following abbreviations are used in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
MN	=	Mega Newton
MN-m	=	Mega Newton-metre
%	=	percent
KW	=	kilowatt
KN	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum
L/Sum	=	lump sum
h	=	hour

- C2.1.14 All rates and sums of money tendered in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded
- C2.1.15 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by the letter B refer to payment items described under Part B of the Project Specifications, those with C to payment items described under Part C, and so on for further parts of the project specifications.

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

C2.2 : PRICING SCHEDULES / BILL OF QUANTITIES
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SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

BILL OF QUANTITIES

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

CALCULATION OF CONTRACT SUM

DESCRIPTION	AMOUNT
SCHEDULE A : GENERAL	R
SCHEDULE B : PROVISIONAL SUMS	R
SCHEDULE C : OCCUPATIONAL HEALTH & SAFETY	R
SCHEDULE D : SITE WORKS	R
SCHEDULE E : PLANTING & ASSOCIATED HARDWARE	R
SCHEDULE F : EQUIPMENT	R
SCHEDULE G : CABLING & CONDUCTORS	R
SCHEDULE H : STRUCTURES	R
SCHEDULE I : FINAL FIX	R
SCHEDULE J : DECOMMISSIONING	R
SUBTOTAL A	R
<hr/>	
CONTINGENCIES (Add 10% of Subtotal A): Sum provided for shall apply in terms of clause 6.6.3 of the General Conditions of Contract.	R
SPECIAL MATERIALS RISE & FALL (Add 5% of Subtotal A): Sum provided for shall apply in terms of clause 6.8.3 of the General Conditions of Contract.	R
CONTRACT PRICE ADJUSTMENT: clause 6.8.2 of the General Conditions of Contract.	NOT APPLICABLE
SUBTOTAL B	R
<hr/>	
VALUE ADDED TAX (VAT) Add 15% of Subtotal B	R
CONTRACT SUM CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE (Pg C1.2)	R
<hr/>	

SIGNED ON BEHALF OF TENDERER:

Project Number: ES015.21.001 Contract Number: SCMU10-22/23-0013
 Project Name: MIDDELBURG ITCC - PHASE 1B
 Discipline: ELECTRICAL OVERHEAD INSTALLATION

ITEM NO.	SEIFSA WORK GROUP	DESCRIPTION	UNIT	QTY	UNIT COST		
					MATERIAL	LABOUR	AMOUNT
A		PRELIMINARIES AND GENERAL					
NB:		Allow for the following as described and called for in GCC conditions of contract All items must be completed to enable fixed and variable P&G's to be calculated for any potential extension of time claim that may arise					
A.1	WG190	Any item that is not included below that is required to comply with the Contract's requirements are to be priced here	SUM	1			
A.2		Contractual Items					
A.2.1	WG190	All conditions of contract c/w copies made for client and engineer	SUM	1			
A.2.2	WG190	Compliance with Regulations excl. OHS (OHS Priced in Separate SECTION)	SUM	1			
A.2.3	WG190	Attendance of all community meetings (INCL OF PSC MEETINGS & COMPENSATION THEREOF) All submission of documents, tests, inspections, drawings and O&M files	PROV SUM	1	NOT APPLICABLE	NOT APPLICABLE	R 20 000,00
A.2.4	WG190	as per specification requirements	SUM	1			
A.2.5	WG190	Guarantees & Securities as detailed in the GCC and the upholding of such a guarantee & security	SUM	1			
A.2.6	WG190	Monthly Progress Report (Submission to Engineer prior to site meetings)	EA	8			
A.3		Fixed Price Items					
A.3.1	WG190	Establishment of site camp. For E.g. erection of stores, site office & ablutions	SUM	1			
A.3.2	WG190	Establishment of communication from site	SUM	1			
A.3.3	WG190	Removal of site camp on completion	SUM	1			
A.4		Variable Items					
A.4.1	WG190	Variable P&G w.r.t. Contract Value for the execution of the works	SUM	1			
A.4.2	WG190	Variable P&G w.r.t. Contract Period for the execution of the works	SUM	1			
A.4.3	WG190	Insurances as per the GCC requirements set out in Agreement (Works Risk, Indemnities, etc)	SUM	1			
A.5		Close Out					
A.5.1	WG190	12 Month Guarantee of plant and equipment as specified	SUM	1			
A.5.2	WG190	Updating of construction drawings to as-built drawings	SUM	1			
A.5.3	WG190	12 Month service for latent defect period	EACH	1			
A.6		Client Items					
A.6.1	WG190	SMME Compliance & Mentorship	SUM	1			
NB:		The above is deemed as all inclusive P&G cost, no additional items will be allowed					
TOTAL FOR SECTION 'A': CARRY TO SUMMARY							

ITEM NO.	SEIFSA WORK GROUP	DESCRIPTION	UNIT	QTY	UNIT COST		AMOUNT
					MATERIAL	LABOUR	
B		PROVISIONAL ITEMS					
NB:		Provisional sums are allowances inserted into the bid document for a specific element of works that is not yet defined for the bidders to accurately price. The provisional sums will be replaced post appointment by valuation of the work actually done as the project progresses, the sum may increase or decrease.					
B.1		Engineer's Items <i>The following allowances may be utilized by the Engineer, or omitted in full at the discretion of the Engineer</i>					
B.1.1	WG190	Additional tests required	PROV SUM	1	NOT APPLICABLE	NOT APPLICABLE	R 25 000,00
B.1.2	WG190	Additional Lightning Protection Installation if required (Only when 50mm Conductor is to be increased or more points required due to readings not being achieved)	PROV SUM		NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE
B.1.3	WG190	For additional earthing if required	PROV SUM	1	NOT APPLICABLE	NOT APPLICABLE	R 25 000,00
B.1.4	WG190	Factory Acceptance Tests	PROV SUM	1	NOT APPLICABLE	NOT APPLICABLE	R 20 000,00
B.1.5	WG190	Protection Settings calibration - RMU protection specialist	PROV SUM	1	NOT APPLICABLE	NOT APPLICABLE	R 35 000,00
B.2		Supply Authorities & Service Providers					
B.2.1	WG190	Allow for an electrical connection fee payable to the local supply authority for upgrade/line deviation	SUM	1	NOT APPLICABLE	NOT APPLICABLE	R 175 000,00
B.3		Dayworks & Rentals					
B.3.1	WG190	Artisan	HR	1			Rate Only
B.3.2	WG190	Skilled Labour	HR	1			Rate Only
B.3.3	WG190	Semi-skilled Labour	HR	1			Rate Only
B.3.4	WG190	Extra-over percentage for overtime	%				Rate Only
B.3.5	WG190	8 Ton crane truck	KM	1			Rate Only
B.3.6	WG190	1 Ton LDV	KM	1			Rate Only
B.3.7	WG190	220V 1,8kW generator	HR	1			Rate Only
B.3.8	WG190	Trench sump pump	HR	1			Rate Only
B.4		Client Items					
		The following allowances may be implemented by the Engineer, or omitted in full at the discretion of the Client					
B.4.1	WG190	Skills Development - First Aid Training	PROV SUM	1	NOT APPLICABLE	NOT APPLICABLE	R 30 000,00
B.4.1	WG190	Mentorship & Handling Fees on above reflected as a percentage	%				
B.4.1	WG190	CLO - Client Liason Officer (Monthly salary to be in line with the municipality guidelines and contract termination to be in line with project completion date)	PROV SUM	1	NOT APPLICABLE	NOT APPLICABLE	R 80 000,00
TOTAL FOR SECTION "B": CARRY TO SUMMARY							

ITEM NO.	SEIFSA WORK GROUP	DESCRIPTION	UNIT	QTY	UNIT COST		
					MATERIAL	LABOUR	AMOUNT
C		OCCUPATIONAL HEALTH & SAFETY					
C.1		Health & Safety Plan					
C.1.1	WG190	Preparation of the Contractor's site specific Health and Safety Plan	SUM	1			
C.1.2	WG190	Submission of a Health and Safety File	SUM	1			
C.1.3	WG190	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	SUM	1			
C.1.4	WG190	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	MONTHS	8			
C.2		Provision of Personal Protective Equipment (PPE)					
C.2.1	WG190	Reflective vests	LOT	10			
C.2.2	WG190	Hard hats	LOT	10			
C.2.3	WG190	Protective foot wear	LOT	10			
C.2.4	WG190	Earplugs	LOT	10			
C.2.5	WG190	Dust masks	LOT	10			
C.2.6	WG190	Gloves	LOT	10			
C.2.7	WG190	High visibility overalls to SARTSM Chapter 13 Level 3	LOT	10			
C.2.8	WG190	Ear Defenders SABS approved	LOT	10			
C.2.9	WG190	Provision of First Aid Boxes to GSR requirements	EACH	10			
C.2.10	WG190	FAS - Fall arrest system harness c/w lanyards and shock absorbers appropriate for the working at heights environment	LOT	10			
C.3		Health & Safety Officer					
C.3.1	WG190	Provision of a full time Construction Health and Safety Officer	MONTHS	8			
C.3.2	WG190	Induction training of Contractor's site staff	SUM	1			
C.3		Medicals <i>Cost of medical certificates and medical surveillance</i>					
C.3.1	WG190	Initial (baseline) medical examinations	PRIME PC	1	NOT APPLICABLE	R 25 000,00	R 25 000,00
C.3.2	WG190	Periodic and exit examinations	PRIME PC	1	NOT APPLICABLE	R 25 000,00	R 25 000,00
C.3.3	WG190	Contractor's charges to allow for handling costs and profit in respect of above items	%	10			
C.4		NOISE MONITORING					
C.4.1	WG190	Establishment of noise zones (plant)	SUM	1			
C.4.2	WG190	Audiograms (personnel)	LOT	10			
TOTAL FOR SECTION 'C': CARRY TO SUMMARY							

ITEM NO.	SEIFSA WORK GROUP	DESCRIPTION	UNIT	QTY	UNIT COST		AMOUNT
					MATERIAL	LABOUR	
D		SITE WORKS					
D.1		Excavations <i>Excavation of cable trench including backfill and compacting as specified</i>					
D.1.1	WG104	Soft, hand pickable soil	m³	187			
D.1.2	WG104	Intermediate soil requiring the use of pneumatic tools	m³	38			
D.1.3	WG104	Hard rock requiring blasting	m³	1			Rate Only
D.1.4	WG104	Supply, Sifting & Laying of bedding sand as specified	m³	75			
D.1.5	WG104	1,5 metre depth for pole: "Pole Length 9 000mm" incl street light poles	LOT	2			
D.1.6	WG104	1,6 metre depth for pole: "Stays & Struts"	LOT	6			
D.1.7	WG104	1,8 metre depth for pole: "Pole Length 11 000mm"	LOT	8			
D.1.8	WG104	2,0 metre depth for pole: "Pole Length 12 000mm"	LOT	1			Rate Only
D.2		Sleeve Pipes <i>Supply, Rolling out, jointing and ensuring sleeves do not shift, pop out of joints or crushed during the backfilling phase after installation</i>					
D.2.1	WG104	50 mm dia PVC sleeve	M	15			
D.2.2	WG104	50 mm dia PVC slow bend	EACH	1			Rate Only
D.2.3	WG104	110 mm dia PVC sleeve	M	1			Rate Only
D.2.4	WG104	110 mm dia PVC slow bend	EACH	1			Rate Only
D.2.5	WG104	160 mm dia PVC sleeve	M	35			
D.2.6	WG104	160 mm dia PVC slow bend	EACH	8			
D.3		Miscellaneous <i>Supply & Installation</i>					
D.3.1	WG104	Cable marker tape 320 mm wide	M	755			
D.3.2	WG104	Cable route markers	EACH	12			
D.3.3	WG104	Cable Slabs for MV Cable protection	M	30			
D.3.4	WG104	Barricading both sides of trenches (depth of 1,5m maximum)	M	1			Rate Only
D.3.5	WG104	75mm Galvanized vertical riser pipe	M	4			
D.3.6	WG104	32mm Galvanized vertical riser pipe	M	4			
D.4		Structural Concrete Elements <i>Supply & Installation</i>					
D.4.1	WG190	Concrete Plinth for Electrical furniture - Mini-Sub General Layout (Drawing provided for is for reference only, Supplier to ensure plinth meets minimum requirements in terms of strength, dimensions, openings, etc)	PRIME PC	1	NOT APPLICABLE	R 50 000,00	R 50 000,00
D.4.2	WG104	Concrete Plinth for Electrical furniture - RMU General Layout (Drawing provided for is for reference only, Supplier to ensure plinth meets minimum requirements in terms of strength, dimensions, openings, etc)	PRIME PC	1	NOT APPLICABLE	R 50 000,00	R 50 000,00
TOTAL FOR SECTION "D": CARRY TO SUMMARY							

ITEM NO.	SEIFSA WORK GROUP	DESCRIPTION	UNIT	QTY	UNIT COST		AMOUNT
					MATERIAL	LABOUR	
E		PLANTING & ASSOCIATED HARDWARE					
NB:		<i>All products to be SABS Approved</i>					
E.1		Poles <i>Poles as measured are seen as complete with all strapping, earth conductors, preservatives, etc. Supply & Installation</i>					
E.1.1	WG162	9 metre poles 140 to 159mm top diameter	EA	1			
E.1.2	WG162	10 metre poles 160 to 179mm top diameter	EA	1			Rate Only
E.1.3	WG162	11 metre poles 160 to 179mm top diameter	EA	3			
E.1.4	WG162	11 metre poles 180 to 199mm top diameter	EA	5			
E.1.5	WG162	12 metre poles 160 to 179mm top diameter	EA	1			Rate Only
E.1.6	WG162	12 metre poles 180 to 199mm top diameter	EA	1			Rate Only
E.2		Stays & Struts <i>Supply & Installation</i>					
E.2.1	WG162	LV Stay complete	EA	1			Rate Only
E.2.2	WG162	LV Flying Stay complete with 9m pole	EA	1			
E.2.3	WG162	LV Strut complete with 10m pole	EA	1			
E.2.4	WG162	MV Stay complete	EA	4			
E.2.5	WG162	MV Flying Stay complete with 11m pole	EA	1			Rate Only
TOTAL FOR SECTION "E": CARRY TO SUMMARY							

ITEM NO.	SEIFSA WORK GROUP	DESCRIPTION	UNIT	QTY	UNIT COST		AMOUNT
					MATERIAL	LABOUR	
F		EQUIPMENT					
NB:		<i>All boards and kiosks to be complete with trays, labels, conduit and trunking terminations, plinths where required, and all other necessary items as per specification</i>					
NB:		<i>Shop Drawings to be approved by Engineer prior to the placement of any order.</i>					
F.1		Transformers & Associated Equipment <i>All transformers to come complete with set of 2 surge arrestors Supply & Installation</i>					
F.1.1	WG162	Mini-Substation 200kVA 11kV/415V Dyn11 + 3way RMU + S/L Control	SUM	1			
F.1.2	WG160	Ring Main Unit - 4way + MV Metering	SUM	1			
F.1.3	WG160	LV Kiosk as per SLD1 (Municipal Infrastructure - Specific requirements)	SUM	1			
F.2		Disconnect & Associated Equipment <i>Supply & Installation</i>					
F.2.1	WG162	Drop Out Fuses complete with cross arm and 20A fuses	SUM	2			
F.2.1	WG162	Solid sectionalising links complete with cross arm	SUM	3			
F.2.2	WG162	Surge Arrestors complete with cross arm for Cable T-OFF Structure	SUM	2			
F.3		Ancillary Equipment <i>Supply & Installation</i>					
F.3.1	WG162	Key alike 50mm Lock, marine grade aluminium	EACH	11			
F.4		Earthing of Enclosure & Structure <i>Supply, Test & Installation</i>					
F.4.1	WG162	Earth resistivity test to SABS	EACH	3			
F.4.2	WG162	MV earthing complete	SUM	2			
F.4.3	WG162	LV earthing complete	SUM	2			
F.4.4	WG162	Testing and commissioning of earthing installation	EACH	3			
F.4.5	WG162	Bonding of conductive elements within building (touch potential)	SUM	2			
TOTAL FOR SECTION "F": CARRY TO SUMMARY							

ITEM NO.	SEIFSA WORK GROUP	DESCRIPTION	UNIT	QTY	UNIT COST		AMOUNT
					MATERIAL	LABOUR	
G		CABLING & CONDUCTORS					
G.1		Cables - <11000V Med Voltage PILC					
G.1.1	WG162	35mm ² x 3core 11kV PILC Cable - Table 19	M	40			
G.1.1	WG162	50mm ² x 3core 11kV PILC Cable - Table 19	M	20			
G.2		Cables - <1000V Low Voltage PVC/PVC/SWA/PVC <i>Supply & Installation</i>					
G.2.1	WG162	50mm ² x 4core	M	225			
G.2.2	WG162	35mm ² x 4core	M	450			
G.2.3	WG162	25mm ² x 4core	M	1			Rate Only
G.2.4	WG162	16mm ² x 4core	M	150			
G.2.5	WG162	6mm ² x 4core	M	40			
G.3		MV Cable Terminations <i>Supply and Installation of gland, shroud, termination of Cable including lugs, clamps, etc</i>					
G.3.1	WG162	12kV Termination in Cable Box - (25-70mm ²)	LOT	3			
G.3.2	WG162	12kV Termination on Pole - (25-70mm ²)	LOT	3			
G.3.3	WG162	12kV Termination in Cable Box - (95-240mm ²)	LOT	1			
G.4		LV Cable Terminations <i>Supply and Installation of gland, shroud, termination of Cable + BCEW including lugs, clamps, etc</i>					
G.2.2	WG162	4Core Terminations - Gland 2 size (6mm ² -10mm ²)	LOT	2			
G.4.1	WG162	4Core Terminations - Gland 3 size (16mm ² -35mm ²)	LOT	4			
G.2.4	WG162	4Core Terminations - Gland 4 size (35mm ² -70mm ²)	LOT	1			Rate Only
G.5		Overhead Line Connectors <i>remain after completion</i>					
G.5.1	WG162	IPC connectors for connection of cable to LV feeder bundle	SUM	3			
G.6		Draw Wires <i>Supply and Installation of sufficient draw wires in all sleeves to have one remain after completion</i>					
G.6.1	WG162	16 swg galvanised	M	1			Rate Only
G.7		MV & LV Open Wire Conductors <i>Supply & Installation</i>					
G.7.1	WG162	35mm ² Fox (ACSR)	M	1260			
G.7.2	WG162	63mm ² Mink (ACSR)	M	1			Rate Only
G.8		MV & LV Open Bundled Conductors <i>Supply & Installation</i>					
G.8.1	WG162	35mm ² 400V ABC THREE Phase + Bare Neutral	M	1			Rate Only
G.8.2	WG162	70mm ² 400V ABC THREE Phase + Bare Neutral	M	100			
G.9		BCEW - Bare Copper Earth Wire <i>Supply & Installation</i>					
G.9.1	WG162	35mm ²	M	1			Rate Only
G.9.2	WG162	25mm ²	M	275			
G.9.3	WG162	16mm ²	M	175			
G.9.4	WG162	10mm ²	M	1			Rate Only
G.9.6	WG162	4mm ²	M	50			
TOTAL FOR SECTION 'G': CARRY TO SUMMARY							

ITEM NO.	SEIFSA WORK GROUP	DESCRIPTION	UNIT	QTY	UNIT COST		AMOUNT
					MATERIAL	LABOUR	
H.		STRUCTURES					
H.1		Low Voltage Structures <i>Supply & Installation</i>					
H.1.1	WG162	70mm² ABC - Intermediate	SUM	1			
H.1.2	WG162	70mm² ABC - Angle strain 1° - 60°	SUM	1			Rate Only
H.1.3	WG162	70mm² ABC - Angle strain 60° - 90°	SUM	1			
H.1.4	WG162	70mm² ABC - Terminal	SUM	1			
H.1.5	WG162	70mm² ABC - T-off from Intermediate	SUM	1			
H.1.6	WG162	70mm² ABC - T-off from Strain	SUM	1			
H.2		Medium Voltage Structures <i>Supply & Installation</i>					
H.2.1	WG162	400mm Stud - Intermediate 0° - 5°	SUM	3			
H.2.2	WG162	1.3m Steel X-arm - In-line strain	SUM	1			
H.2.3	WG162	1.3m Steel X-arm - Terminal	SUM	1			
H.2.4	WG162	2.5m wood X-arm - T - off	SUM	5			
H.3		Ancillary Medium Voltage Structures <i>Supply & Installation</i>					
H.3.1	WG162	Pistol Grips complete per structure	SUM	1			Rate Only
H.3.2	WG162	MV 3kN post insulator c/w threaded rods, nuts, washers, ties, etc for jumpers	EA	1			Rate Only
TOTAL FOR SECTION 'H': CARRY TO SUMMARY							

ITEM NO.	SEIFSA WORK GROUP	DESCRIPTION	UNIT	QTY	UNIT COST		AMOUNT
					MATERIAL	LABOUR	
I		FINAL FIX					
I.1		Signage <i>Supply & Installation</i>					
I.1.1	WG162	New Substation OHS and TECHNICAL Signage on Substation	EACH	1			
I.2		Fencing <i>Hot dipped Galvanised Perimeter Fence</i> <i>Supply & Installation</i>					
I.2.1	WG136	2400mm Palisade Fencing as per Specification c/w posts, rails, pales, etc	M	40			
I.2.2	WG136	6m Double swing gate to fit between existing brick columns as per Specification	SUM	2			
TOTAL FOR SUB-SECTION 'I': CARRY TO NEXT PAGE							

ITEM NO.	SEIFSA WORK GROUP	DESCRIPTION	UNIT	QTY	UNIT COST		AMOUNT
					MATERIAL	LABOUR	
J		DECOMMISSIONING <i>Allow for a complete removal of installation and removal from site</i>					
J.1		Transformers & Associated Equipment <i>Supply & Installation</i>					
J.1.1	WG162	Ground Mounted Transformer 100-200kVA & Associated MV cable between Transformer and Pole	EACH	1			
J.1.2	WG162	LV Kiosk & Associated LV cable between Transformer and kiosk	EACH	1			
J.1.3	WG162	Fencing and any other related electrical equipment not listed above	EACH	1			
J.2		MV/LV Power Lines <i>Disconnect, Dismantle, Remove to Municipal Store and clear area of any rubble</i>					
J.2.1	WG162	LV ABC Line running from Transformer to Van Niekerk St (YELLOW LINE - DWG NO. EE015.21.001/S1)	SUM	1			
J.2.2	WG162	LV Open Wire Line running from Transformer to Meintjies St (YELLOW LINE - DWG NO. EE015.21.001/S1)	SUM	1			
J.2.3	WG162	LV Open Wire Line traversing the site (BLUE LINE - DWG NO. EE015.21.001/S1)	SUM	1			
J.2.3	WG162	LV Open Wire Line & Street lights running parallel with Meintjies Street	SUM	1			
J.2.3	WG162	MV Open Wire Line From T-Off point to Transformer (BLUE LINE - DWG NO. EE015.21.001/S1)	SUM	1			
J.3		Ancillary Works <i>Supply & Installation</i>					
J.3.1	WG162	Reutilize the LV 70mm ² ABC Conductor to connect customers to Van Niekerk St Transformer	SUM	1			
J.3.1	WG162	Reconfiguration of MV 4-pole Structure to accommodate new MV take off	EACH	1			
J.3.3	WG162	Transfer Service connections to new cables on northern corner of site	EACH	2			
J.4		Other Installations <i>Disconnect, Dismantle, Remove to Authority Store and clear area of any rubble</i>					
J.4.1	WG162	Telkom line	SUM	1			
TOTAL FOR SECTION "J": CARRY TO SUMMARY							



TENDER NO: SCMU10-22/23-0013
MIDDELBURG INTERGRATED TRAFFIC
CONTROL CENTRE – PHASE 1B
ELECTRICAL

VOLUME 3
BOOK 2 (RETURNABLE DOCUMENT)

COMPULSORY BRIEFING: 10h00 on 7th SEPTEMBER 2022

TENDER CLOSING: 11h00 on 28TH SEPTEMBER 2022

Eastern Cape Department of Transport
32 Cowan Close
Stellenbosch Park Building
King William's Town
5601

Company Name of Tenderer:

.....

CRS No.

CSD No.



PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

LIST OF CONTRACT DOCUMENTS

**VOLUME 1 : GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS
(THIRD EDITION 2015)**

** See note below*

VOLUME 2 : THE ELECTRICAL PROJECT SPECIFICATIONS

The Project Document comprises as follows:

Standard Specification
Project Specification
Overhead lines Supplementary Specification
Occupational Health and Safety Specification
Project Schedules
Project Drawings

VOLUME 3 : PROJECT DOCUMENT

The Project Document comprises of two (2) Books as follows:

BOOK 1 : Part T1 : Tendering Procedures
Part T2 : Returnable Documents
Part C1 : Agreements and Contract Data
Part C2 : Pricing Data

BOOK 2 : Part C3 : Scope of Works
Part C4 : Site Information

The form of Offer and Acceptance, any correspondence from the selected tenderer, the Performance Guarantee and all addenda issued during the period of tender will also form part of the Volume – Book 1, once a tenderer has been appointed.

Note: Volume 1 is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685. Tel No. (011) 805 5947, Fax No. (011) 805 5971, Email: civilinfo@saice.org.za

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-22/23-0013

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

VOLUME 3 – PROJECT SPECIFICATIONS

BOOK 2 (RETURNABLE DOCUMENT)

CONTENTS

SECTION	DESCRIPTION	PAGE
<u>THE TENDER</u>		
PART 3	SCOPE OF WORKS	
C3.1	SCOPE OF WORKS	C3
PART 4	SITE INFORMATION	
C4.1	SITE INFORMATION	C4

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

C3 : SCOPE OF WORKS

1. EXTENT OF THE WORKS

Construction of new and alterations to MV and LV electrical infrastructure for enabling works identified for the new Middelburg ITCC.

This contract calls for the general MV and LV electrical construction comprising new miniature substation, ring main unit MV and LV overhead and underground network. It also comprises of alterations and demolition of existing infrastructure such as LV overhead lines, Telecom overhead lines.

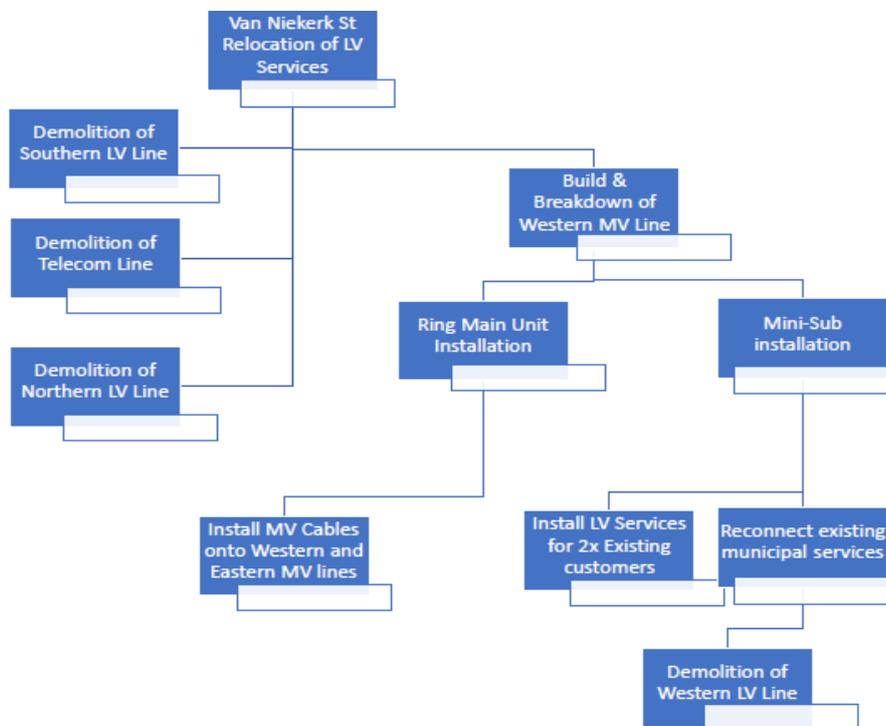
Site works generally comprise of trenching, cable laying and pole planting.

2. LOCATION

The site is situated in Middelburg Town, Eastern Cape.

3. ORDER OF THE WORKS

The order of works will be as per the flow chat below and be dependent on the procurement of long lead items



4. BUILDINGS OCCUPIED

No existing buildings on the site.
The site will be occupied by another contractor appointed to install fencing.

5. ACCESS

Contractor to have full access once appointment has been made.

6. SCOPE OF MANDATORY SUBCONTRACT WORK

A minimum of 30% of the contract amount shall be subcontracted to targeted local contractors in accordance with the subcontracting procedures described.

MIDDELBURG INTERGRATED TRAFFIC CONTROL CENTRE – PHASE 1B ELECTRICAL

C4 : SITE INFORMATION**1. IMPROVEMENTS ON SITE**

Construction of new MV and LV electrical infrastructure as well as the demolition and alterations to existing MV, LV and Telecom infrastructure to facilitate the development of the new Middelburg ITCC.

2. RESULTS OF SOIL INVESTIGATIONS

Most of the site is overlain by transported soil in the form of alluvium generally composed of clayey sand. The material exhibits a soft to firm consistency and an intact to micro-shattered soil structure, extending from the surface up to a depth of up to 0.60 Metres Below Ground Level. The residual soil material is underlain by a highly to moderately weathered, fine grained, moderately hard to very hard rock, siltstone bedrock

Trenching will be impacted by this mudstone requiring intermediate or hard rock excavation.

3. UNDERGROUND SERVICES

Anticipate no underground services to be present or if present, be in a non-functional state.

4. ADJACENT BUILDINGS OCCUPIED

No existing buildings on the site. Adjacent buildings are industrial and/or domestic in nature and noise levels to be monitored during construction phase.

5. ENVIRONMENTAL ISSUES

None identified.

6. ACCESS TO SITE

The site is situated in Middelburg Town, Eastern Cape. Contractor to have full access once appointment has been made