

EPHRAIM MOGALE LOCAL MUNICIPALITY



BID DOCUMENT

TENDER NO: EPMLM/8/3/408

PROJECT NAME: 11kV RING MAIN UNIT MAINTENANCE

FEBRUARY 2022

PREPARED FOR AND BY

THE MUNICIPAL MANAGER

EPHRAIM MOGALE LOCAL MUNICIPALITY

Private Bag x 111

MARBLE HALL

0450

Tel: (013) 261 8400

Fax: (013) 261 2985

NAME OF BIDDER : _____

CSD SUPPLIER NO : _____

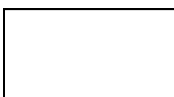
CIDB CRS NO : _____

TENDERED AMOUNT (WORDS) : _____

TENDERED AMOUNT (FIGURES) : _____

TEL NUMBER : _____

FAX NUMBER : _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

EPHRAIM MOGALE LOCAL MUNICIPALITY



BID DOCUMENT

TENDER NO: EPMLM/8/3/408

PROJECT NAME: 11KV RMU MAINTENANCE

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EPHRAIM MOGALE LOCAL MUNICIPALITY



TENDER NO: EPMLM/8/3/408

PROJECT NAME: 11KV RMU MAINTENANCE

1.1 TENDER NOTICE AND INVITATION TO TENDER

IMPORTANT NOTICE ON DISQUALIFICATIONS

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

The Municipality shall adjudicate and award tenders in accordance with **the Preferential Procurement Policy Framework Act 5 of 2017 and revised Preferential Procurement Regulation of 2017** on 100 points functionality and on a 80/20 points system, where 80 points are for the price and 20 points for BBBEE according to the said legislation. Tenders are required to submit valid BBBEE status level verification certificates or sworn affidavits.

1. If the bidder is not registered on the National Treasury’s Central Supplier Database (CSD) with a compliant tax status and active business status,
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out without initialising next to the amended rates or information, writing over or painting out rates affecting evaluation of the bid.
5. Initialling of all pages including cover page
6. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
7. Non-attendance of mandatory / compulsory site inspections or clarification meeting. (if required)
8. The Bid document has not been properly signed by a party having Authority to do so, according to the example of **“Authority of Signatory”**.
9. No authority of signatory submitted – where it is stated that a **duly signed and dated original or certified copy of the company’s relevant resolution on the company letterhead** of their members or their board of directors, must submitted.
10. Particulars required in respect of the bid have not been completed, except if information required on Preference Schedule in respect of BBBEE status level of contribution, is not completed, the bid will not be disqualified but no preference points will be awarded.
11. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
12. The bid has been submitted either in the wrong tender box or after the relevant closing date and time.

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Contractor

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Employer

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Witness 1

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Witness 2

13. If any municipal rates and taxes or municipal service charges are owed by the bidder and any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
14. If any bidder who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
15. The Accounting Officer must ensure that irrespective of the procurement process followed, no ward may be given to a person;
 - i. Who is in the service of the state, or
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state, or
 - iii. Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
16. Failure to provide Valid company registration documents and certified Identity Documents of the director(s) of the company
17. Bid offers will be rejected if the bidder or any of its directors is(are) listed on the National Treasury List of Restricted Suppliers and List of Tender Defaulters, as persons prohibited from doing business with the state.
18. Bid offers will be rejected if the bidder has abused the Ephraim Mogale Local Municipality's Supply Chain Management System.
19. Failure to attach a copy of a valid signed Joint Venture/Consortium Agreement (if applicable) to the bid document.
20. Form of Offer and Acceptance not completed (**amount in figure and words**) and signed by the authorised signatory.
21. Not signing of all relevant forms in the tender document on the spaces provided.

Contractor
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EPHRAIM MOGALE LOCAL MUNICIPALITY



BID DOCUMENT

TENDER NO: EPMLM/8/3/408

PROJECT NAME: 11KV RMU MAINTENANCE

INVITATION TO BID

Tenders are hereby invited from Service Providers with relevant experience and compliance documents to bid for the following.

These are subject to the PPPFA and the Preferential Regulations 2017 and the General Conditions of Contract and, if applicable, to any special conditions of contract.

Bid No	Description	Requirements	Closing Date and Time
EPMLM/8/3/408	11KV RMU MAINTENANCE	Bidders are to have an estimated CIDB grading of 3EP or higher. Only bidders who meet the required minimum threshold for local content and production of 90% for electrical cables, 90% for bare copper earth wire, 90% for transformer (class 0) and 70% for kwh meters will be considered	25 February 2022 @ 12H00

The municipality will adjudicate and award bids in accordance with the BBBEE status level of contributor using the 80/20 point system, where 80 will be allocated to price and 20 to BBBEE level of the contributor. The bid will be subject to functionality evaluated (company experience=40, Electrical contractor registration=10, Key Personnel=30, plant & equipment=20). A minimum of 60 will be required. Bids will remain valid for 90 days.

Bid documents will be available from **Friday, 11 February 2022** by the cashiers from **08H00 to 15H30** weekdays for a non-refundable bid fee of R1 030.00 and for free download from www.etenders.gov.za.

Completed bids in sealed envelopes, clearly marked with the relevant bid number and description, should be deposited in the bid box situated at the offices of the Ephraim Mogale Local Municipality, 2 Ficus Street, Marble Hall, 0450, where bids will be opened in public.

NB: Bidders should ensure that bids are delivered in time to the correct address. Late bids will not be accepted. Ephraim Mogale Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept any bid as a whole.

SCM related enquiries should be directed to the Supply Chain Management Unit at (013) 261 8450/8462/8496 or ephmlmsupplychain@emogalelm.gov.za and technical enquiries to J Durie at 013 261 8454 / jdurie@emogalelm.gov.za.

MATLADI S.T.
MUNICIPAL MANAGER

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Employer

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EPHRAIM MOGALE LOCAL MUNICIPALITY**TENDER NO: EPMLM/8/3/408****PROJECT NAME: 11KV RMU MAINTENANCE****1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.

Sub-clause	Data
1.	The employer is the EPHRAIM MOGALE LOCAL MUNICIPALITY .
2.	The Project Document issued by the employer consists of the following: <u>THE TENDER</u> 1. TENDERING PROCEDURES 1.1 Tender Notice and Invitation to Tender 1.2 Tender Data 2. RETURNABLE DOCUMENTS 2.1 List of Returnable Documents 2.2 Returnable Schedule THE CONTRACT 3. AGREEMENT AND CONTRACT DATA 3.1 Form of Offer and Acceptance 3.2 Contract Data 4. PRICING DATA 4.1 Pricing Instructions 4.2 Bills of Quantities 5. SCOPE OF WORK 5.1 Description of Works

*Contractor**Witness 1**Witness 2**Employer**Witness 1**Witness 2*

Sub-clause	Data
	6. ANNEXURES 6.1 Ephraim Mogale Local Municipality Supply Chain Policy (available on the website at www.ephraimmogalelm.gov.za)
2.1	The employer's agent is: J Durie Ephraim Mogale local Municipality P O Box 111, MARBLEHALL , 0450 Tell: 013 261 8454 Fax: 013 261 2985 Email: jdurie@emogalelm.gov.za
3.	The arrangements for a compulsory clarification meeting are: NONE
4.	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Ephraim Mogale local Municipality, 2 Ficus Street Marble Hall. Identification details: EPMLM/8/3/408 – 11KV RING MAIN UNIT MAINTENANCE
5.	A two-envelope procedure will not be followed.
6.	Closing time for submission of tender offers is: FRIDAY, 25 FEBRUARY 2022 @ 12h00.
7.	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
8.	The tender offer validity period is 90 days .
9.	The tendered lump sums and rates shall be final and binding irrespective of the total tender price
10.	The tenderer is required to submit with his tenders a copy of their Central Supplier Database registration or summary report for validation.
11.	The time and location for opening of tender offers: Time: 12H00 on FRIDAY 25 FEBRUARY 2022 Location: Tender Box at Ephraim Mogale local Municipality, 2 Ficus Street, Marble Hall.
12.	Bid Evaluation Criteria



Sub-clause	Data																				
	Bidders will be evaluated for functionality by using the below criterion whereby a minimum score points of 60% out of 100% will be required for bides to be further evaluated for procurement points.																				
	<table><tr><th>Functionality Criterion</th><th>Weight</th><th>Scores</th></tr><tr><td>Company experience Company/Entity's experience in MV switchgear or 11KV RMU MAINTENANCE projects in the last 5 years</td><td>40</td><td>0 = No similar project 10 = 1 similar project 20 = 2 similar projects 30 = 3 similar projects 40 ≥ 4 similar projects (similar means MV switchgear or 11KV RMU MAINTENANCE)</td></tr><tr><td>Registration Registration as electrical Contractor with the Department of labour</td><td>10</td><td>0 = no registration 10= Proof of registration</td></tr><tr><td>Qualification and competency of key personnel Experience and qualification of on-site implementing agent</td><td>30</td><td>0 = No formal qualification 15 = Qualified Artisan – Electrician (≥3 years relevant MV switchgear experience – ORHVS certification. 30 = Qualified Artisan – Electrician (≥5 years relevant MV switchgear experience – ORHVS certification.</td></tr><tr><td>Plant and equipment</td><td>20</td><td>0=No plant and equipment 10= Two oil pumps, a generator and a truck 20= Four oil pumps, two generators a truck and a light delivery vehicle</td></tr><tr><td>Total</td><td>100</td><td></td></tr></table>	Functionality Criterion	Weight	Scores	Company experience Company/Entity's experience in MV switchgear or 11KV RMU MAINTENANCE projects in the last 5 years	40	0 = No similar project 10 = 1 similar project 20 = 2 similar projects 30 = 3 similar projects 40 ≥ 4 similar projects (similar means MV switchgear or 11KV RMU MAINTENANCE)	Registration Registration as electrical Contractor with the Department of labour	10	0 = no registration 10= Proof of registration	Qualification and competency of key personnel Experience and qualification of on-site implementing agent	30	0 = No formal qualification 15 = Qualified Artisan – Electrician (≥3 years relevant MV switchgear experience – ORHVS certification. 30 = Qualified Artisan – Electrician (≥5 years relevant MV switchgear experience – ORHVS certification.	Plant and equipment	20	0=No plant and equipment 10= Two oil pumps, a generator and a truck 20= Four oil pumps, two generators a truck and a light delivery vehicle	Total	100			
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Plant and equipment	20	0=No plant and equipment 10= Two oil pumps, a generator and a truck 20= Four oil pumps, two generators a truck and a light delivery vehicle																			
Total	100																				
	The financial offer will be scored using the following:																				
	$P_s = W_1 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$																				
	Where																				
	Ps = Points scored for functionality and price of the bid/proposal																				
	W1 = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value below																				



Contractor



Witness 1



Witness 2



Employer

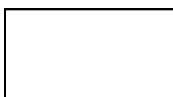


Witness 1



Witness 2

Sub-clause	Data																				
	R 50 000 000 Pt = Rand value of tender under consideration Pmin = Rand value of the lowest acceptable tender Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed. Tender preferences claimed (80/20) Points will be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below. If it is a joint venture the B-BBEE status level certificate should be in the name of the joint venture. <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points</th></tr> </thead> <tbody> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> <tr> <td>3</td><td>14</td></tr> <tr> <td>4</td><td>12</td></tr> <tr> <td>5</td><td>8</td></tr> <tr> <td>6</td><td>6</td></tr> <tr> <td>7</td><td>4</td></tr> <tr> <td>8</td><td>2</td></tr> <tr> <td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> The points scored by a tenderer in respect of B-BBEE contribution must be added to the points scored for price as calculated	B-BBEE Status Level of Contributor	Number of points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of points																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				
13.	Tender offers will only be accepted on condition that:																				



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Sub-clause	Data
	a) The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and b) The tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect. c) The tenderer is registered on the Central Supplier Database with a complaint overall tax status
14.	The number of paper copies of signed contract to be provided by the Employer is one (1) .

Contractor

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Annex F: Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer 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.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

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

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

F.2.11 Alterations to documents

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

F.2.13 Submitting a tender offer

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

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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



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Witness 2



Employer



Witness 1



Witness 2

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

*Contractor**Witness 1**Witness 2**Employer**Witness 1**Witness 2*

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

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

Method 1: Financial offer	1) Rank bid offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for Preferencing. 4) Calculate total bid evaluation points.

Contractor

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	5) Rank bid offers from the highest number of bid evaluation points to the lowest.
	6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

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

Contractor

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Employer

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contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

EPHRAIM MOGALE LOCAL MUNICIPALITY



TENDER NO: EPMLM/8/3/408

PROJECT NAME: 11KV RING MAIN UNIT MAINTENANCE

T2.2 RETURNABLE SCHEDULES FOR TENDER EVALUATION

A	MBD 1 – BIDDING INFORMATION & TERMS OF BIDDING	
B	MBD 4 - DECLARATION OF INTEREST	
C	MBD 6.1 - PREFERENCE SCHEDULE	
D	MBD 6.1 – LOCAL CONTENT AND PRODUCTION	
E	MBD 8 - PAST SCM PRACTICES	
F	MBD 9 - CERTIFICATE OF INDEPENDENT BID	
G	AUTHORITY OF SIGNATORY	
H	PROOF OF BANKING DETAILS	
I	MUNICIPAL UTILITY ACCOUNT	
J	SCHEDULE OF PROPOSED SUBCONTRACTORS	
K	RECORD OF ADDENDA	
L	SCHEDULE OF TENDERER'S EXPERIENCE	
M	KEY PERSONNEL – ORGANOGRAM & CURRICULUM VITAE OF KEY PERSONNEL	
N	SCHEDULE OF PLANT AND EQUIPMENT	
O	LETTER OF GOOD STANDING	
P	CIDB REGISTRATIONS	
Q	COMPLIANCE WITH OCCUPATIONAL OHS ACT	
R	REGISTRATION AS ELECTRICAL CONTRACTOR	

Contractor

Witness 1

Witness 2

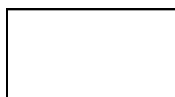
Employer

Witness 1

Witness 2

FORM A: MBD 1**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EPHRAIM MOGALE LOCAL MUNICIPALITY					
BID NUMBER:	8/3/408	CLOSING DATE:	25/02/2022	CLOSING TIME:	12:00
DESCRIPTION	11kV RING MAIN UNIT MAINTENANCE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT;					
EPHRAIM MOGALE LOCAL MUNICIPALITY (BUDGET & TREASURY AND TECHNICAL BUILDING)					
NO. 2 FICUS STREET					
MARBLE HALL					
0450					
NOTE: THE BID BOX IS ONLY ACCESSIBLE MONDAY - FRIDAY DURING OFFICE HOURS (08:00 TO 16:30)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Johan Durie	
CONTACT PERSON	JOSEPH MADISHA		TELEPHONE NUMBER	013 261 8454	
TELEPHONE NUMBER	013 261 8450/ 8462		FACSIMILE NUMBER	013 261 2985	
FACSIMILE NUMBER	013 261 2985		E-MAIL ADDRESS	jdurie@emogalelm.gov.za	
E-MAIL ADDRESS	jmadisha@emogalelm.gov.za				



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: BIDDERS ARE TO ATTACH THEIR CSD REPORTS AND TAX CLEARANCE CERTIFICATES
FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B: MBD4**MBD4****DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid. Also select the applicable answers ☒**
- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²)
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state* YES ☐ / NO ☐

3.8.1 If yes, furnish particulars.

.....

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

3.9.1 If yes, furnish particulars

.....

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

3.10.1 If yes, furnish particulars

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars

.....

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

3.13.1 If yes, furnish particulars

.....

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

3.14.1 If yes furnish particulars:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Full Name	Identity Number	Employee Number

CERTIFICATION**I, THE UNDERSIGNED****(NAME)****CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

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

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C : MBD 6.1**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017****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
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

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

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

WITNESSES

1.

2.

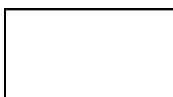
.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM D: MBD 6.2**MBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, 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 and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

31

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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>
kWh Meter	70%
Electrical cable	90%
Bare Copper Earth Wire	90%
Transformers – Class 0 (CT & VT- metering unit)	90%

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

YES		NO	
-----	--	----	--

- 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.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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: _____

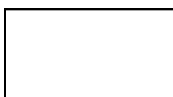
DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM E: MBD 8**MBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F: MBD 9**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

NO: _____

DESCRIPTION: _____

(Bid Number and Description)

in response to the invitation for the bid made by:

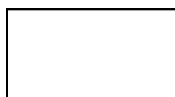
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

MBD 9

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

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

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G: CERTIFICATE OF AUTHORITY

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

Please tick appropriate box:

A Company	B Partnership	C Joint Venture	D Close Corporation	E Sole Proprietor

A. CERTIFICATE FOR COMPANY

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20..., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....

Chairman

2.....

Date

B. CERTIFICATE OF PARTNERSHIP

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

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C. CERTIFICATE FOR JOINT VENTURE

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

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

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

D. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

E. SOLE PROPRIETOR

I,....., chairperson and sole owner of, hereby confirm that by resolution of the board (copy attached) taken on20..., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....

Chairman

2.....

Date

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM H: BIDDER'S BANKING INFORMATION

DETAILS OF BIDDERS'S BANK ACCOUNT

I/We furnish the following information:

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

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

NOTE:

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

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

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

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

COMPANY ACCOUNT		
NAME OF MUNICIPALITY	ACCOUNT NUMBER	ACCOUNT HOLDER

DIRECTORS		
NAME OF MUNICIPALITY	ACCOUNT NUMBER	ACCOUNT HOLDER

TENDERER TO SUBMIT A COPY OF A MUNICIPAL ACCOUNT IN THE NAME OF THE COMPANY AND IN THE NAME OF ITS DIRECTORS NOT IN ARREARS AND NOT OLDER THAN THREE (03) MONTHS; OR

IN THE EVENT THAT THE PROPERTY IS LEASED OR THE ACCOUNT NAME IS NOT IDENTICAL THERE SHOULD BE A LEASE AGREEMENT ALONG WITH THE ACCOUNT OF THE LEASED PROPERTY ATTACHED; OR

A CONFIRMATION LETTER FROM THE LOCAL MUNICIPALITY NOT OLDER THAN THREE MONTHS CONFIRMING THAT SERVICES ARE NOT CHARGED/LEVIED AND THE BIDDER OR DIRECTOR DOES NOT OWE ANY AMOUNT.

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

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

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

Tenderer.....

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Contractor

--

Witness 1

--

Witness 2

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Employer

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Witness 1

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Witness 2

FORM J: SCHEDULE OF PROPOSED SUBCONTRACTORS

Will you be subcontracting on this project?

(Tick the appropriate box)

Yes ☐ / No ☐

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

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

	Name of Subcontractor	Contact Details	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

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

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

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued for this project?

(Tick appropriate box and complete table accordingly)

Yes ☐ / No ☐

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

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

Attach additional pages if more space is required.

Signature..... Date

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

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L: SCHEDULE OF TENDERER'S EXPERIENCE

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

INSTITUTION NAME	RELEVANT PROJECT NAME	CONTACT PERSON	LAND LINE CONTACT NO.	CELL CONTACT NO.	PROJECT START & END DATE

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

Signature..... Date

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

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M: PROPOSED KEY PERSONNEL

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

DESIGNATION	NAME OF	NATIONAL ITY:	SUMMARY OF			NQF Level
	(i) NOMINEE (ii) ALTERNATE		QUALIFICAT -IONS	EXPERIENCE OCCUPATION	AND PRESENT	
<u>HEADQUARTERS</u> Project manager						
<u>CONSTRUCTION MONITORING</u> Site Agent						
<u>CONSTRUCTION MONITORING</u> Safety Officer						

Signature..... Date

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

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N: SCHEDULE OF PLANT AND EQUIPMENT
--

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

Details of major equipment that is owned by and immediately available for this contract.

Description	Manufacturer	Model	Capacity	Own or Hire

Attach additional pages if more space is required.

Signature..... Date

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

Tenderer.....

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

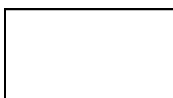
--

Witness 2

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

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

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

*Contractor**Witness 1**Witness 2**Employer**Witness 1**Witness 2*

FORM P: CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTRATION

It is a compulsory requirement that the Municipality only appoint bidder with a suitable and active CIDB registration for construction projects. The requirement for this projects is 3EP (Electrical Infrastructure) or higher and the bidder must attach proof of registration.

Unfortunately the Municipality don't have the capacity to appoint bidder Emerging into 3EP and bidders musty already be registered for 3EP.

Bidder will not be considered if:

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

CIDB registration no:

Category:

Signature..... Date

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

Tenderer.....

--

Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

FORM Q: REGISTRATION AS ELECTRICAL CONTRACTOR
--

Attach proof of registration as Electrical Contractor with the Department of Labour.

--

Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION
PART C5	ANNEXURES



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PART C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE. ERROR! BOOKMARK NOT DEFINED.	
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)	C.5
C1.3	GUARANTEE	7
C1.4	CONTRACT DATA	9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

EPMLM/8/3/408 11KV RING MAIN UNIT MAINTENANCE

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

.....
..... Rand (in words);

R (in figures)

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

Signature(s)

Name(s)

Capacity

Tenderer

Address

Date

As witness:

Name Signature

Name Signature



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Acceptance

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

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:

- Agreements and contract data, (which includes this agreement)
- Pricing data
- Scope of work

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 signed by the authorised representative(s) of both parties.

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

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

Signature(s)

Name(s)

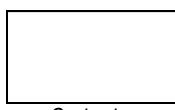
Capacity

for the Employer.....
(Name and address or organization)

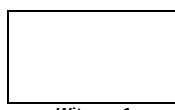
Witnesses:

1. Full Names: Signature:

2. Full Names: Signature:



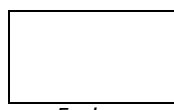
Contractor



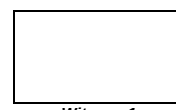
Witness 1



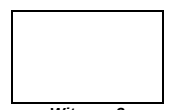
Witness 2



Employer



Witness 1



Witness 2

Schedule of Deviations

Item	Deviation Details

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

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

For the Contractor:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)Name and
signature of
witness

Date:

For the Employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)Name and
signature of
witness

Date:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT made at..... on this the day of.....in the year..... between Ephraim Mogale local Municipality (hereinafter called "the Employer") on the one part, herein represented by in his capacity asand delegate of the Employer and.....

(hereinafter called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz..... and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003); NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract (JBCC, 2000 series).
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 6.10 of the General Conditions of Contract for Construction Works 2010 (2nd Edition) as issued by the South African National Standard (SANS 1200) (hereinafter referred to as "the SANS 1200"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 9.1 SANS 1200.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v) Construction Regulations 2003, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

.....

WITNESS:	1.....	2
NAME		
(IN CAPITALS)	1.....	2

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS:	1.....	2
NAME		
(IN CAPITALS)	1.....	2



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C1.3 GUARANTEE - proforma

Contract No

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

.....

(Hereinafter called "the Contactor") on the day of 20....

..

for **11KV RING MAIN UNIT MAINTENANCE** in Ephraim Mogale Local Municipality of the Limpopo Province.

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

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

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

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

.....

.....Rand (in words);

R. (in figures)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....
.....

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

Signature

Duly authorized to sign on behalf of
.

Address
.....
.....

As witnesses:

1
2



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C1.4 CONTRACT DATA**C1.4.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African National Standard.

The Joint Building Contracts Committee for building works (Series 2000 of 2007) Published by the Joint Building Contracts Committee South Africa (JBCC).

Section 1: Data provided by the Employer

Clause	Data
1.1.1.1.13	The Defects Liability Period is 6 calendar months.
1.1.1.1.15	The Name of the Employer is Ephraim Mogale local Municipality
1.1.1.1.26	Pricing Strategy is fixed Contract.
1.2.1.2	The address of the Employer is: P O BOX 111 MARBLE HALL 0450 Tel: (013) 261 8400 Fax: (013) 261 2985
1.2.1.2	The address of the Engineer is: P O BOX 111 MARBLE HALL 0450 Tel: (013) 261 8400 Fax: (013) 261 2985
5.3.1	The documentations required before commencement with works execution are: Healthy and Safety Plan (Ref to Clause 4.3) Initial Programme (Ref to Clause 5.6) Security/Guarantee (Ref to Clause 6.2) Insurance (Ref to Clause 8.6) Acceptance letter
5.3.2	The time to submit documentation required before commencement with works execution is 14 days.
5.8.1	The non-working days are Sundays and the special non-working days are official builder's holiday plus all statutory public holidays. The year-end break commences on 15 th December and the first Monday of



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

	the subsequent year.
5.13.1	The penalty for failing to handover the completed works as specified is R 850.00 per day.
6.2	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
6.2	The liability of the guarantee shall be 5% of the project value until practical completion of the project.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 % .
6.10.3	Retention is 5 % of the value of the work for the duration of the project reduced to 2.5% on completion for the maintenance/defects liability period.
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
8.6.1.3	The limit of indemnity for liability insurance is at least the value of the project
	The Works shall be completed within 3 calendar months.
5.12.2.2	The additional clauses to the General Conditions of Contract are: Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof: $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ Where: V = Extension of time in calendar days in respect of the calendar month under consideration. Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded. Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month. Rw = Actual average rainfall in mm recorded for the calendar month under consideration.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

	R_n = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information. For purposes of the Contract N_n, R_n, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site. If V is negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned. The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor $(R_w - R_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work. For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.
5.12.2.2	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

The following contract specific data are applicable to this contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 3.13: The Engineer is required to obtain the specific approval of the Employer for the

following:

- a) Nominating the Engineer's Representative in terms of CI 3.2.1.
- b) Delegation of Engineer's authority in terms of CI 3.2.4.
- c) The issuing of instructions for dealing with fossils and the like in terms of CI 4.7.1
- d) The issuing of an instruction to accelerate progress in terms of CI 5.7.3.
- e) Granting permission to work during non-working times in terms of CI 5.8.1.
- f) The issuing of further drawings or instructions in terms of CI 5.9.1.
- g) Suspend the progress of the works in terms of CI 5.11.1.
- h) The reduction of a penalty for delay in terms of CI 5.13.2.
- i) The issuing of a variation order in terms of CI 6.3.2.
- a. Issuing of instructions to carry out work on a daywork basis in terms of CI 6.4.1.4.
- j) The determination of additional or reduced costs arising from changes in legislation in terms of CI 6.8.4.
- k) The agreeing of the adjustment of the sums for general items in terms of CI 6.11.
- l) Authorizing the Contractor to repair and make good excepted risks in terms of CI 8.2.2.
- m) The giving of a ruling on a contractor's claim in terms of CI 10.1.5.
- n) The agreeing of an extension to the 28 period in terms of CI 10.1.5.1.
- o) The inclusion of credits in the next payment certificate in terms of CI 10.1.5.2.

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

Clause 6.2: The Liability of the Guarantee shall be according to the approved SCM policy.

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

Clause 5.6.1 & 5.6.2: The Contractor shall deliver to the Engineer, within 14 days calculated from the Commencement Date, a realistic program to suit clause 8.6.1.3 in terms of Clause 5.6.1 and supporting documents in terms of Clause 5.6.2. and 42.1 (if applicable).

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

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

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

Clause 6.8.2: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

rounded off to the fourth decimal place.

Coefficients for calculating Contract price Adjustment Factor shall be:

Value of x is 0.10

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

L is the "Labour Index" and shall be the "Consumer Price Index

The base month is: "the month prior to the closing of the Tender"

No Contract price Adjustment will be done if contract period is less than 7 months.

Clause 6.83: Price adjustments for variations in the costs of special materials are not allowed.

Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%

Clause 6.10.3: The percentage retention on the amounts due to the Contractor is 5% during the project, excluding contract price adjustment, contingencies and VAT, and 2.5% of the contract amount until the completion of the project defects liability period. Excluding contract price adjustment, contingencies and VAT.

Clause 6.10.5: A Retention money guarantee will be not permitted.

Clause 7.8.1: The Defects Liability Period is 6 months measured from the date of the Certificate of Completion.

Clause 10.7.1 Dispute resolution shall be by Adjudication.

Clause 10.7.1: Dispute Resolution shall be by Adjudication.

Section 2: Data provided by the Contractor

Clause	
1.1.8	The contractor is
1.2	The contractor's address for receipt of communication is: Telephone: Facsimile:..... E-mail:..... Address:.....
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%.
42.1	The Works shall be completed within calendar months as proposed by the contractor if it differs from clause 8.6.1.3



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Clause			
46.3	The variation in cost of special material is:		
	SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH
* Indicate whether the material will be delivered in bulk or in containers.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - (2nd edition 2010)", issued by the South African National Standard (SANS 1200) (Short title: "**General Conditions of Contract 2010**") and **JBCC, 2000 Series** and can be obtained from:

SAICE

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

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SPECIAL CONDITIONS OF CONTRACT**1. GENERAL**

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

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

2. ADDITIONAL SPECIAL CONDITIONS OR AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**2.1 General**

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

2.1.1 Cession (CL 2.5.1)

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

2.1.2 Contractor's Superintendence (CL 4.12)

Add the following sub-clause 4.12.4 to Clause 4.12 :

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

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

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

2.1.3 Programme (CL 5.6)

Add the following sub-clause 5.6.6 to Clause 5.6:

"Failure on the part of the Contractor to deliver to the Engineer, the

- programme of the Works in terms of Clause 5.6.1 and
 - supporting documents in terms of Clause 5.6.2
- within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents".



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

2.1.4 Contractor's Designs and Drawings (CL 5.9.7)

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

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

2.1.5 Suspension of the Works (CL 5.11)

Add the following sub-clause 5.11.4 to Clause 5.11:

"If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days' notice to the Employer, suspend the progress of the Works. The Contractor's action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.

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

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

Add the following to sub-clause 5.12.2.2:

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

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

V = Extension of time in calendar days for the calendar month under consideration

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded

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

Rw = Actual recorded rainfall for the calendar month

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

$$x = 20$$

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

Based on records taken at: **Rainfall Station records for Marble Hall [0679608 8]**

Lat: -23.63 Lon: 30.35

Years of record: 1991 – 2001

Month	Average rainfall for calendar month Rn	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn
	(mm)	(days)
January	82	10
February	60	8
March	52	8
April	33	6
May	11	2
June	5	1
July	3	1
August	6	1
September	17	2
October	43	7
November	85	10
December	81	11

The factor
(Nw - Nn)
shall be

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

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

2.1.7 Guarantee (Security) (CL 6.1)

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

"The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Demand Guarantee, of Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

shall be issued by an entity approved by the Employer, and shall conform in all respects to the format contained in the Appendix to the Contract Data.

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

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

2.1.8 Variations (CL 6.3)

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

2.1.9 Interim Payments (CL 6.10.1)

Add to the end of Clause 6.10.1 the following paragraph:

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

Add to the end of Clause 6.10.1.5 the following paragraph:

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

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

2.1.10 Variations Exceeding 15 Per Cent (CL 6.11)

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

2.1.11 Insurances (CL 8.6)

2.1.11.1 Contractor to produce proof of payment

Delete sub-clause 8.6.6 and substitute with:

"The Contractor shall before commencement of the Works produce to the Engineer:

8.6.6.1 The policies by which the insurances are effected,

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

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

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

2.1.11.2 Remedy of Contractor's failure to insure

Delete sub-clause 8.6.7 and substitute with:

"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2.5, as amended, in the Special Conditions of Contract."

2.1.12 Termination of the Contract (CL 9.1)

Alter the numbering of:

Clause 9.1.5 to 9.1.6,

Clause 9.1.6 to 9.1.7 and

insert the following new clause 9.1.5:

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

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

2.1.13 Termination by Employer (CL 9.2)

Delete the contents of Clause 9.2 and substitute with:

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

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

9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or

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

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

9.2.1.5 The Contractor has abandoned the Contract

9.2.2 If the Contractor:

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

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

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

9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or

9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or

9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or

9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.

- 9.2.3 If the Contractor, having been given notice to rectify a default in terms of 55.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word "writing" in Clause 55.2.7 above.
- 9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."

2.1.14 Termination by the Contractor (CL 9.3)

Add the following paragraph as Clause 9.3.5:

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

3. **PRIORITY OF DOCUMENTS**

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- a) The Form of Offer and Acceptance.
- b) Amplifications of the General Conditions of Contract within the Contract Data.
- c) Additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) the General Conditions of Contract.
- e) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.
- If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PRICING INSTRUCTIONS AND SCHEDULE**A PRELIMINARY AND GENERAL CHARGES**

ITEM	DESCRIPTION	UNIT/ RATE	QTY	UNIT PRICE/RATE	TOTAL AMOUNT
	<u>Site Establishment</u>				
1.1	Site establishment and all Company related overhead cost. (transport, accommodation, storage, plant hire etc)	Sum	1		
2	<u>Safety</u>				
2.1	Contractors initial obligation in respect of compliance with health and safety requirements	Sum	1		
2.2	Contractors time related obligation in respect of compliance with health and safety requirements	Sum	1		
2.3	Submission of the Health and Safety file/Plan	Sum	1		
TOTAL FOR BILL A CARRIED FORWARD					

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B RING MAIN UNITS (see drawings and details attached)

THE TOTAL AMOUNT FOR EACH UNIT SHOULD INCLUDE ALL THE COST TO SERVICE & CLEAN A UNIT AND ISSUE A MAINTENANCE CERTIFICATE / REPORT FOR EACH UNIT: PRICING MUST BE ACCORDING TO THE SPECIFICATION FOR EACH TYPE OF UNIT AS SPECIFIED IN THE SCOPE OF WORKS (GASKETS, SEALS, CLEANING MATERIAL, SIGHT GLASSES, REPLACE OIL(INCLUDING NEW OIL) AND LABOUR ETC.) (ON TIGER NX3F UNIT THE SEALS ON THE HANDLES AND ALL NON BOLT TYPE SIGHT GLASSES

ITEM	DESCRIPTION OF EQUIPMENT	DESCRIPTION OF WORK	UNIT/RATE	QTY	TOTAL AMOUNT
1	Location: 902 Main Road (D27 - Arabie road) RMU serial number: FG 4030/3 RMU bar code: 8491 Manufacturer: Hawker Siddeley Year of manufacture: 2000 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°58.770', E 29°17.769'	1. Service as per scope of works	Sum	1	
2	Location: Minisub, 906 Ranonkel Street Minisub serial number: M 6047/1 Minisub bar code: 8493 RMU serial number: FG 4587/11 RMU Bar Code: 8499 Manufacturer: Hawker Siddeley Year of manufacture: 2003 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°57.665', E 29°17.722'	1. Service as per scope of works	Sum	1	
3	Location: Minisub, 1037 Begonia Street Minisub serial number: M 3352/1 Minisub bar code: 8503 RMU serial number: 83-T3F-14045 RMU Bar Code: 8504 Manufacturer: GEC	1. Service as per scope of works	Sum	1	

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

	Year of manufacture: 1983 Type: T3 Model: T3F Oil quantity: 270 Litre C-ordinates: S 24°57.631', E 29°17.409'				
4	Location: Minisub, 1020 Protea Street Minisub serial number: K8313/1 Minisub bar code: 8510 RMU serial number: 1983-T3F-13889 RMU Bar Code: 8511 Manufacturer: GEC Year of manufacture: 1983 Type: T3 Model: T3F Oil quantity: 270 Litre C-ordinates: S 24°57.654', E 29°17.251'	1. Service as per scope of works	Sum	1	
5	Location: Minisub, 456 Iris Street Minisub serial number: M 3355/1 Minisub bar code: 8516 RMU serial number: 83-T3F-14049 RMU Bar Code: 8517 Manufacturer: GEC Year of manufacture: 1983 Type: T3 Model: T3F Oil quantity: 270 Litre C-ordinates: S 24°57.779', E 29°17.013'	1. Service as per scope of works	Sum	1	
6	Location: Minisub, 471 Protea Street Minisub serial number: M 3353/1 Minisub bar code: 8522 RMU serial number: 83-T3F-13882 RMU Bar Code: N/A Manufacturer: GEC Year of manufacture: 1983 Type: T3	1. Service as per scope of works	Sum	1	

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

	Model: T3F Oil quantity: 270 Litre C-ordinates: S 24°57.834', E 29°17.115'				
7	Location: Minisub, 1789 Phala Mamadingwane Street Minisub serial number: M 7649/1 Minisub bar code: 8604 RMU serial number: FG 5123/14 RMU bar code: 8608 Manufacturer: Hawker Siddeley Year of manufacture: 2007 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°57.654', E 29°17.020'	1. Service as per scope of works	Sum	1	
8	Location: Minisub, 1797 Phala Mamadingwane Street Minisub serial number: M 7649/3 Minisub bar code: 8599 RMU serial number: FG 5123/18 RMU bar code: 8603 Manufacturer: Hawker Siddeley Year of manufacture: 2007 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°57.640', E 29°16.929'	1. Service as per scope of works	Sum	1	
9	Location: Minisub, 1808 Phala Mamadingwane Street Minisub serial number: M 7649/2 Minisub bar code: 8593 RMU serial number: FG 5123/13 RMU bar code: 8594 Manufacturer: Hawker Siddeley Year of manufacture: 2007	1. Service as per scope of works	Sum	1	

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

	Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°57.724', E 29°16.848'				
10	Location: Minisub, 2274 Kgwane Nkadimeng Street Minisub serial number: M 7536/2 Minisub bar code: 8580 RMU serial number: FG 5086/25 RMU bar code: 8581 Manufacturer: Hawker Siddeley (Yemurai) Year of manufacture: 2006 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°57.817', E 29°16.851'	1. Service as per scope of works	Sum	1	
11	Location: Minisub, 1987 "Pokes"Phokanoka Street Minisub serial number: M 7536/1 Minisub bar code: 8587 RMU serial number: FG 5086/23 RMU bar code: 8588 Manufacturer: Hawker Siddeley (Yemurai) Year of manufacture: 2006 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°57.812', E 29°16.691'	1. Service as per scope of works	Sum	1	
12	Location: Minisub, 2122 Peter Nchabeleng Street Minisub serial number: M 8600/1 Minisub bar code: 8635 RMU serial number: FG 5422/7 RMU bar code: 16797 Manufacturer: Hawker Siddeley	1. Service as per scope of works	Sum	1	

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

	Year of manufacture: 2009 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°58.265', E 29°17.931'				
13	Location: Minisub, 2142 JB Marks Street Minisub serial number: 16947 Minisub bar code: 16778 RMU serial number: 5412041 RMU bar code: 16797 Manufacturer: Lucy Year of manufacture: 2012 Type: Trident Model: FRMU TM Oil quantity: 205 Litre C-ordinates: S 24°57.981', E 29°16.667'	1. Service as per scope of works	Sum	1	
14	Location: Minisub, 382 Kiepersol Street Minisub serial number: 09001/01/001 Minisub bar code: 16706 RMU serial number: 13693/14 RMU bar code: 16707 Manufacturer: Actom Year of manufacture: 2014 Type: K3 Model: K3AF Oil quantity: 100 Litre C-ordinates: S 24°57.974', E 29°16.903'	1. Service as per scope of works 2. Repair all oil leaks 3. Re-gasket completely (oil leak-test bushing on left isolator panel)	Sum	1	
15	Location: Minisub, 254 Malan Avenue Minisub serial number: M/7004/1 Minisub bar code: Not available RMU serial number: FG 4984/21 RMU Bar Code: 8634 Manufacturer: Hawker Siddeley Year of manufacture: 2005	1. Service as per scope of works	Sum	1	

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

	Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°58.187', E 29°17.332'				
16	Location: Minisub, 147 Fifth Avenue Minisub serial number: 20301002/01 Minisub bar code: 8317 RMU serial number: FG 3622/1 RMU bar code: 8318 Manufacturer: Hawker Siddeley Year of manufacture: 1998 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°58.171', E 29°17.853'	1. Service as per scope of works	Sum	1	
17	Location: Stand 151, C-operation Street RMU serial number: FG-2080/2 RMU bar code: 8379 Manufacturer: Hawker Siddeley Year of manufacture: 1993 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°58.317', E 29°17.255'	1. Service as per scope of works	Sum	1	
18	Location: Minisub, 834 Agaat Street Minisub serial number: M 4485/1 Minisub bar code: 8367 RMU serial number: FG 37941/1 RMU bar code: 8370 Manufacturer: Hawker Siddeley Year of manufacture: 1999 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°58.534', E 29°16.980'	1. Service as per scope of works	Sum	1	

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

19	Location: Minisub, 994 Emerald Street Minisub serial number: 99961/01/007 Minisub bar code: 15273 RMU serial number: 12261/12 RMU bar code: 16774 Manufacturer: ACTOM Year of manufacture: 2012 Type: K3 Model: K3F Oil quantity: 100 Litre C-ordinates: S 24°59.221', E 29°16.947'	1. Service as per scope of works	Sum	1	
20	Location: 991Emerald Street RMU serial number: FG3544/1 RMU Bar Code: 8325 Manufacturer: Hawker Siddeley Year of manufacture: 1998 Type: Tiger Model: NX3F Oil quantity: 140 Litre C-ordinates: S 24°58.265', E 29°17.931'	1. Service as per scope of works	Sum	1	
TOTAL FOR BILL B CARRIED FORWARD					

C164

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C SPECIFIC EQUIPMENT - MATERIAL

ITEM	DESCRIPTION	UNIT/ RATE	QTY	UNIT PRICE/RATE	TOTAL AMOUNT
1	Metering unit, 11kV/400V, outdoor, with metering cubicle to include VT and CT connectors, cable live indicator lamps and space for a meter as in item 2. To fit Hawker Siddeley, Tiger, NX3F. Including connecting flexible bus bars and covering of connection with fuses and electronic kWh meter.	no	1		
2	Cable, 11kV, 3 Core, Paper Insulated, Lead sheathed, armoured	m	20		
3	Bare copper earth wire, 70mm ²	m	20		
4	Earth spike, 1.2 meter with clamp	no	2		
5	Termination, 11kV, 95mm ² , PILC, heat shrink	no	3		
6	Boots, 11kV, flexible, cable to bushing, 95mm ² cable	Set of 3	3		
7	Cable joint, 11kV, 95mm ² , PILC, heatshrink	no	3		
8	Lugs, 95mm ² x Ø 12mm	no	9		
9	Ferrules. MV, Torque shear, 95mm	no	9		
10	Meter, kWh, 4 Quadrant, electronic, similar to Elster A1700 including software.	no	1		
11	Modem, antenna and software to connect meter in item 2 with PC in electrical office.	no	1		
12	Sand for cable bedding	m ³	2.5		
13	Concrete, 20MPa (3200mm x 2300mm x 150mm)	m ³	1.1		
TOTAL FOR BILL D CARRIED FORWARD					

C165



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

D SPECIFIC EQUIPMENT - LABOUR

ITEM	DESCRIPTION	UNIT/ RATE	QTY	UNIT PRICE/RATE	TOTAL AMOUNT
1	Install metering unit and connect to ring main unit. Including ensuring the unit, connections and meter cubicle is weather proof.	no	1		
2	Install electronic kWh meter, program according to Municipal specification.	no	1		
3	Install modem, antenna, software and connect to meter and office PC in the electrical office.	no	1		
4	Excavate existing cables	m ³	10		
5	Sand bedding for cables	m ³	2.5		
6	Backfill and compaction	m ³	7.5		
7	Joint existing cables	no	3		
8	Install terminations and connect to metering unit	no	3		
9	Install cables, earthing and danger tape	m	15		
10	Prepare area and boxing for concrete around equipment, (3200mm x 3200mm x 150mm)	sum	1		
11	Supply, Pour concrete, level, remove boxing and clean area	sum	1		
TOTAL FOR BILL D CARRIED FORWARD					

C166

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

E SPECIFIC SERVICE ITEMS - MATERIAL

ITEM	DESCRIPTION	UNIT/ RATE	QTY	UNIT PRICE/RATE	TOTAL AMOUNT
1	Supply GEC T3 Operating Handle (T bar)	no	2		
2	Supply Magnefix MD4 operating handle	no	1		
3	Supply Interswitch B20 operating handle	no	1		
4	GEC T3 switch mechanism, Mechanical fron panel on isolator	no	1		
5	Perspex , 10mm x 1000mm x 1000mm	no	1		
6	O-Rings, 40mmØ x 2mm thick (confirm on site)	no	10		
7	O-Rings, 20mmØ x 2mm thick (confirm on site)	no	10		
8	Holesaw 50mmØ	no	1		
9	Multi purpose foam weather strip, 5mm x 25mm x 5000mm	no	3		
10	Putty	no	18		
11	Tape	no	18		
12	Boots - Right angle 12kV	no	18		
13	Right angle boots, Heatshrink, 12kV, 95mm to NX3F Bushing	no	18		
14	Terminations, Heatshrink, PILC, 70-95mm², 3 core, outdoor, 600mm tails	no	3		
15	Electrical cleaner 20liter can	no	1		
16	Cable, single core, 11kV, Cu, 25mm²	meter	20		
TOTAL FOR BILL D CARRIED FORWARD					

C167



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

F OIL DISPOSAL AND SUPPLY OF NEW OIL (New oil for servicing must be included in price of each unit above)

ITEM	DECRPTION	UNIT/ RATE	QTY	UNIT PRICE/RATE	TOTAL AMOUNT
1	Disposal of old oil	Liter	3500		
2	Supply new oil	Liter	600		
TOTAL FOR BILL F CARRIED FORWARD					

G OIL TESTING – DONE BY AN INDEPENDENT LABORATORY

ITEM	DECRPTION	UNIT/ RATE	QTY	UNIT PRICE/RATE	TOTAL AMOUNT
1	Oil test for new oil supplied for servicing Ring Main Units	No	1		
2	Oil test for 500 litre additional oil supplied	No	1		
TOTAL FOR BILL F CARRIED FORWARD					

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY

ITEM	DESRPTION	TOTAL
A	PRELIMINARY AND GENERAL	
B	RING MAIN UNIT MAINTENANCE	
C	SPECIFIC EQUIPMENT ITEMS - MATERIAL	
D	SPECIFIC EQUIPMENT ITEMS – LABOUR	
E	SPECIFIC SERVICE ITEMS - MATERIAL	
F	OIL DISPOSAL AND SUPPLY OF NEW OIL	
G	OIL TESTING	
	SUB-TOTAL	
H	CONTINGENCIES 7% of project value	
	TOTAL	
	VAT	
	GRAND TOTAL	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE CONTRACT

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 DESCRIPTION OF WORKS

C3.1.1 General Description of the project

The project entails the basic maintenance of twenty, 11kV, Ring Main Units and include cleaning, replacement of oil, replacement of tank cover gaskets, sight glasses and the testing of the unit. The contact points must be inspected for any damage. The RMU must be cleaned to remove dirt and old oil. One Ring Main Unit must be lifted and a metering unit must be attached. All the units are in Marble Hall town. The aim is to deploy at least three teams to work on a weekend to do most of the work during an arranged supply interruption. It is important that the work be planned to minimize the risk by keeping switching operations to the minimum. The impact on the customer must also be kept at a minimum and **the work will be done mostly on weekends and after hours.**

C3.1.1 Employer's Objectives

The employer's objective is to improve safety and maintain equipment to ensure reliable supply.

C3.1.2 Extent of Works

The scope of work comprise of the following work to be performed according to the type of switch. :

General description:

- Exchange oil in Ring Main Units as listed
- Replace tank, fuse section gaskets and dust cover gaskets.
- Replace sight glasses where necessary and or O-rings or gaskets for sight glasses.
- Inspect contacts for damage and repair where necessary
- Replace oil seals on Hawker Siddeley Tiger lever shafts
- Clean units
- Lubricate mechanisms (especially GEC T3)
- Test and issue maintenance certificate/report for each unit after testing contact resistance
- Remove all old oil from site for safe disposal
- Test oil supplied
- Move one Ring Main Unit and add a suitable metering unit.

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

GEC T3

- Lubricate switching mechanism not in oil
- Replace fuse cover gasket
- Replace main cover gasket
- Supply and replace oil
- Inspect, repair and test contacts
- Possible additional work:
 - Main contact replacement

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- Taping MV cable tails with 3M No 23 self-amalgamating tape – 3 layers with 2 layers insulation tape covering.
- Replace MV cable tails between RMU and transformer – 11kV single core cable.
- Supply operating handle

Alstom K3

- Lubricate switching mechanism not in oil
- Replace fuse cover gasket
- Replace main cover gasket
- Supply and replace oil
- Inspect, repair and test contacts
- Possible additional work:
 - Main contact replacement
 - Taping MV cable tails with 3M No 23 self-amalgamating tape – 3 layers with 2 layers insulation tape covering.
 - Replace MV cable tails between RMU and transformer – 11kV single core cable.
 - Supply operating handle
- On one unit an oil leak must be repaired, replace gaskets on bushing and test/earth bushings – this includes gaskets, oil, o-rings etc

HAWKER SIDDELEY TIGER NX3F

- Replace oil seals on handles
- Replace fuse cover gasket
- Replace main cover gasket
- Supply and replace oil
- Inspect, repair and test contacts
- Possible additional work:
 - Main contact replacement
 - Replace sight glass – **all non-bolt type sight glasses must be replaced.**
 - Replace sight glass seals/gaskets/O-rings
 - Taping MV cable tails with 3M No 23 self-amalgamating tape – 3 layers with 2 layers insulation tape covering.
 - Replace MV cable tails between RMU and transformer – 11kV single core cable.

LUCY SWITCHGEAR FRMU MK1A

- Replace fuse cover gasket
- Replace main cover gasket
- Supply and replace oil
- Inspect, repair and test contacts
- Possible additional work:
 - Main contact replacement

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Taping MV cable tails with 3M No 23 self-amalgamating tape – 3 layers with 2 layers insulation tape covering.
- Replace MV cable tails between RMU and transformer – 11kV single core cable.
- Supply operating handle

METERING UNIT SUPPLY AND INSTALLATION

- Supply a metering unit specifically designed to fit on to a Hawker Siddely 11kV Tiger type NX3F ring main unit to measure the energy supplied through the fused cable feeder from the Ring Min Unit.
- The metering unit must have Voltage and Current Transformers for accurate metering. The VT's must be fused.
- A 4 quadrant, electronic, kWh, meter must be installed with an electronic LCD display. The meter must be programmable to allow the set-up of a tariff similar to the ESKOM MegaFlex tariff.
- The meter must be fitted with a communication modem or a separate modem must be supplied and installed with an antenna if required to communicate with the computer in the office.
- The necessary software to facilitate programming and remote downloading must be supplied and installed. This includes configuration and testing.
- The existing cables that supply the existing Ring Main Unit and customer through the fused feeder on the RMU must be opened through excavation
- The base of the RMU must be excavated.
- A concrete foundation must be constructed as base for the RMU and Metering Unit. The concrete slab must be constructed with a size of around 3200mm x 2300mm and 150mm thick. This will require the supply and construction of a box or form with PVC pipes around the cables.
- The metering unit must be installed and connected to the RMU. The equipment required must be supplied. The connection must be electrically safe and must be weather protected.
- The customer supply cable must be extended with a joint and piece of cable if necessary. A new termination must be installed and the cable must be connected to the metering unit.
- The supply cables to the Ring Main Unit might have to be extended with joints and new terminations and reconnected.

C3.1.3 Location of the Works (see site map)

The following details provide the key elements of the project area.

- Limpopo Province
- Sekhukhune District
- Municipal Area : Ephraim Mogale local Municipality
- Marble Hall town

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.4 Temporary Works

Screening and/or constant supervision shall be applied at all sites and locations of work.

C3.1.5 General Information**C3.1.5.1 Drawings**

The drawings contained in Annexure C5.2 that form part of the tender document shall be used for tender purposes only. Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

C3.1.5.2 Power, Water Supply and Other Services

The contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C3.1.5.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.5.4 Additional Requirements for Construction Activities**C3.1.5.4.1 Programme Requirements for Construction Activities**

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.5.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.6 Labour Regulation**A44 Health and Safety**

C162

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 A worker must–

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

A48 Contractor's default in payment to Labourers and Employees

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

A49 Provision of Handtools

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

C3.2 ENGINEERING

C3.2.1 Design

- (a) The Municipality is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary and shall compile and submit the as-built drawings.

C3.2.2 Engineer's Design

- (a) Detail description of Works
- (b) General Works

C163



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.2.3 Contractor's Design

Where the contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

C3.3 PROCUREMENT**C3.3.1 Preferential procurement procedures.**

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

C3.4 CONSTRUCTION/IMPLEMENTATION**C3.4.1 Specifications**

- 1.1 All electrical material to be SABS approved
- 1.2 The oil for the Ring Main Units shall be new oil - SABS 555
- 1.3 The regenerated oil supplied shall be in 20l sealed plastic drums and SABS - 555
- 1.4 IEC 62271-1 - Common specification for high voltage switchgear and control gear
- 1.5 IEC 62271-200 - AC metal-enclosed switchgear and control gear for rated voltages above 1 kV and up to and including 52 kV
- 1.6 IEC 62271-103 - Switches for rated voltage above 1 kV and less than 52 kV
- 1.7 IEC 62271-102 - High voltage AC disconnectors and earthing switches
- 1.8 IEC 62271-100 - High voltage AC circuit breakers
- 1.9 See detailed equipment specifications C 5.4

Construction

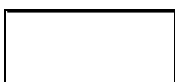
- 1.1 Inconvenience to business and industry shall be kept to an absolute minimum
- 1.2 There will be some overtime work.

Testing

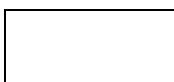
- 1.1 The new oil supplied and the regenerated oil supplied shall be tested.

C3.4.1.1 Applicable SANS and NRS standardized Specifications

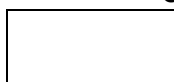
C164



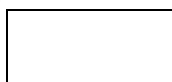
Contractor



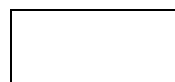
Witness 1



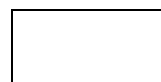
Witness 2



Employer



Witness 1



Witness 2

The applicable standardized specifications for Contract shall be the following:

SANS A	General
SANS 555	Insulation oil
SANS 724	Personal protective equipment and protective clothing against the thermal hazards of an electric arc.
SANS 1874/NRS006	Switchgear – Metal –enclosed ring main units for rated ac voltages above 1kV and up to and including 24kV
SANS 60282-1	High Voltage fuses – Part 1: Current limiting fuses.
SANS 60282-2	High Voltage fuses – Part 2: Expulsion fuses
NRS031	Alternating current disconnectors and earthing switches
NRS 040	High Voltage Operating Regulations

Variations to SANS 1200 standardized specifications are given in an annexure to this C3 in this document. The following Particular Specifications are relevant to this Contract.

C3.4.2 Plant and Materials

All materials used in the works shall, where such mark has been awarded for a specific type of material, bear the SANS (SABS) mark.

C3.4.3 Construction Equipment

The contractor's equipment for construction shall be adequate for the purpose required, of modern design and in good condition to carry out the works expeditiously. Should the Engineer be out of opinion that the equipment in use is in any way unsuitable for carrying out the in a manner or at a rate commensurate with the requirements of the contract, he shall have the right to call on the Contractor at any time during the progress of the works to provide such additional or improved equipment as may be necessary to meet these requirements

The Employer makes no provision in this contract for financial assistance to the Contractor for the acquisition of plant, machinery and equipment .

C3.4.4 Existing Services

C3.4.4.1 Care of Existing Services

It is to be noted that construction work will be done adjacent to or traversing existing services. Prior to commencement of any constructional work in the aforesaid affected area, the contractor shall satisfy the Engineer that all necessary precautions with respect to setting out procedures have been taken by the Contractor to evade the existing services

The contractor shall, before starting any excavations, carefully search and probe the terrain for any existing services or indications of the presence of such services. A payment item is included in the schedule of Quantities for excavations by hand to locate known and unknown services. If other methods are to be used, the cost thereof is to be included in the Preliminary and General Payment items.

As the above work entails working in or close to an already developed enclosure. Special care must be taken so as not to disturb the functioning of the existing facilities.

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Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

C3.4.4.2 Connection to Existing services

Prior to connection of new service to existing services, the Contractor shall ensure that the constructed services are clean and free of foreign matter and shall subsequently request the Engineer, in writing, to inspect such work. Only upon written approval of the Engineer, may connections to existing services made

C3.4.4.3 Notification of Relevant Authority and the Engineer of Damaged Service

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instructions and shall report the occurrence to the Engineer in Writing. The report shall include the reasons for the occurrence of the incident. When instructed the damaged is to be repaired as soon as possible to the approval of the engineer and authority. The contractor will be held responsible for paying all costs incurred by the service owner or himself as result of each incident where the relevant service was clearly identified before hand

C3.4.5 Site Establishment**C3.4.5.1 Services and facilities provided by the employer****a) Water**

Potable water for human consumption is available in the vicinity of the site. Although the supply is reasonably dependable, the supply cannot guaranteed. Potable water is to be used sparingly at all times. The Contractor must make arrangements with the occupier of the site for the use of the water supply and the related compensation if required.

b) Electricity /power supply

Electricity will not be available on site. The project will disrupt the electrical supply and the Contractor should make provision for electricity if needed to complete the works on site.

C3.4.5.2 Facilities Provided by the Contractor

The Contractor will be required to make his own arrangements for the provision of a suitable construction camp, offices and workshop. He shall be responsible for all negotiation with the relevant authorities and he shall comply with all requirements imposed by those authorities. Suitable sites available within the municipal area will be pointed out during the site inspection

Should the Contractor require additional storage sites outside of the municipal areas he will be responsible for making his own arrangements at his own cost for such offices.

The facility shall be properly fenced around the perimeter. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must be at all times be kept in a neat, clean and orderly condition. The costs associated with the provision of these items shall be borne by the Contractor. The Contractor will be required to remove all facilities and restore the site to its original condition on completion of works.

C3.4.5.3 Other Facilities and Services

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Latrine and Ablution Facilities

It will be required of the contractor to provide temporary toilets and ablution facilities for his staff for the currency of the contract, to the standards laid down by the Authorities.

- Housing of Contractor's staff

The Contractor shall make his own arrangements for the housing of his Supervisory staff.

- Security

The Contractor will be responsible for providing adequate security for the works and for the site establishment . All costs associated with the provision of watchmen shall be borne by the contractor.

C3.4.5.4 Name Boards

No name board required on this project.

C3.4.5.5 Site Usage

The Employer expects the contractor, his staff or agents to maintain good public Relations with landowners, other contractors and members of the public at all time.

Access to the site will be arranged by the Employer with the contractor. The Contractor shall submit a list of all his staff to the Employer for the purpose of access control.

C3.4.6 Permits and Way-Leaves

No way-leaves are required on the project but permits will be required.

C3.4.7 Alterations, Additions, Extensions and Modifications to Existing Works

The Contractor shall verify all levels, alignment and dimensions of existing structures or components thereof prior to the commencement of any work to determine the compatibility with the proposed works. The Contractor shall notify the Employer's Agent of any discrepancies.

C3.4.8 Water for Construction Purpose

No water for construction purpose is available on site. The contractor shall make provision for procuring, transporting and storing of water for construction purpose at his own cost.

C3.4.9 Survey Control and setting out of the Works

C3.4.9.1 Setting out the Works

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall set out the works in relation to original points. Lines and levels of reference specified in the contract Data or notified by the Engineer. The Contractor shall be responsible for the positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works

C3.5 MANAGEMENT

C3.5.1 Planning and Programming

The Contractor shall supply within the period stated in the contract Data a suitable and realistic construction programme, cash flow diagram, and critical path diagram for the consideration of the Engineer.

C3.5.2 Health and Safety

C3.5.2.1 Health and Safety Requirements

The Occupational health and Safety Act, Act85 of 1993 shall apply to this contract. The Contractor shall comply with the Particular Specification for Occupational Health and Safety.

C3.5.2.2 Protection of the Public

As the above entails working in an already developed area where services are provided to the general public special attention must be paid to the following aspects:

- a) No blasting or working with percussion tools will be allowed unless prior written approval from the Engineer and local authorities is obtained.
- b) Safety of the public must be of prime importance and the outmost care must be taken to ensure that the correct signs, barriers and warning devices are in place.
- c) Movement of construction equipment must be controlled on site at all times.

C3.5.3 Site Meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

C3.5.4 Particular / generic specifications

The management of the site shall be in accordance with the provisions obtainable from ECSA. Other specification must be as specified in the description of scope of works and according to attached specifications and drawings.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.5 Unauthorised persons The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person be allowed to sleep on the building site.

C3.5.6 Management meetings

The Contractor shall in terms of the Health and Safety Regulations hold safety meeting weekly. The Minutes of the Safety meeting shall be submitted to the Engineer at every Site Meeting

C3.5.7 Forms for contract administration

The Contractor shall submit to the Engineer at every Site Meeting or by the 24th of every month the following schedules:

- 3.5.7.1 Labour Return Schedule (These forms are available electronically)
- 3.5.7.2 Plant Schedule
- 3.5.7.3 Copies of the Minutes of the Safety Meetings
- 3.5.7.4 Copies of the Site Diary Recordings
- 3.5.7.5 An updated Construction Programme

C3.5.9 Electronic payments

The Contractor shall include on the Tax Invoice submitted with all claims the following banking details:

- Account Holder
- Bank Name
- Account Number
- Bank Branch Code
- Bank Branch Name
- Type of Account

The Employer is not under any obligation to transfer the Contractors payment electronically.

C3.5.10 Daily records

The Contractor is to keep accurate daily records of the following items on an A4 Book in duplicate:

- Date
- Weather conditions (include rainfall mm and time recorded if applicable)
- Safety Measures (include signage installed, barriers, all measures undertaken with the time checked)
- Plant used
- Activities/ Production
- Labour used (differentiate between local and non-local)
- Problems or difficulties experienced
- Information request or if follow was made (include dates and times of correspondence)

Training (if or when it is applicable)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.11 Payment certificates

The Contractor shall submit the following information together with all claims to be verified and certified by the Engineer for payment by the Engineer:

- A detailed calculation sheet for all measurable items in accordance with the payment criteria relevant to that item.
- A complete schedule of quantities drawn up by the Contractor indicating all claims i.e. previous, present and accumulative with the total applicable to the accumulative quantities.
- A comprehensive Summary Page indicating all previous payments, retentions, escalation totals, penalties, discounts, guarantee deductions, material claimed, other costs (e.g. acceleration), value added tax, subtotals and totals.
- Escalation CPA indices were applicable.
- Proof of payment for all Preliminary Sums (e.g. CLO, Training, Daywork items etc)
- Proof of material including delivery notes for all material claimed as material on site)
- An draft copy of the Tax Invoice

The Contractor shall ensure that the projected cashflow allows 48 hours for the processing of payment certificates by the Engineer. The Contractor has to receive written acceptance from the Engineer on behalf of himself and the Client if more than one payment certificated is permitted monthly.

C3.5.12 Permits

The Contractor's is required have a work permit to enter the site but no additional security permits.

C3.5.13 Proof of compliance with the law

- 3.5.13.1 Basic Conditions of Employment Act 1997
- 3.5.13.2 Occupation Health and Safety Act

C3.5.14 Annexes

Two drawings is issued with this Tender Document. The Tenderers must ensure that they have received a full set of drawings and must return the set of drawings with the Tender

C3.6 PROJECT SPECIFICATIONS**C3.6.1 VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS AND PARTICULAR ADDITIONAL SPECIFICATION.****PSA GENERAL****PSA1 SPECIFICATION DRAWINGS (Clause 2.7)**

Specification Drawings may be included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to lay-outs and details differing from those shown in the Standardised

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall be adopted.

PSA2 QUALITY (Clause 3.1)

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SANS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA3 PLANT (Clause 4.3)

Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Project Specifications to be constructed using labour intensive construction methods.

PSA4 TESTING (Clause 7)

PSA4.1 All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexure to the Specifications.

PSA5 INSTRUCTIONS BY THE ENGINEER/CLIENT

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

PSA6 PAYMENT (Clause 8.2)

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

submitted by the Contractor for checking shall be in accordance with the standard formats that are included in Section 4.4C of Volume 1.

Upon agreement by the Engineer's Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 28th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where day works have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms following the standard format included in Section 4.4C of Volume 1 for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

PSA8 SUMS STATED PROVISIONALLY (Clause 8.5)

PSA8.1 Contingencies

A Provisional Sum has been included for contingencies. No percentage mark up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of Clause 40 of the Conditions of Contract.

PSA8.2 Materials for Day works

A Provisional Sum has been included in Schedule 2 for materials to be used during the execution of day works. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the materials used during the execution of the day works by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing day works.

END OF SECTION

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

C3.6.2 HEALTH AND SAFETY SPECIFICATION

C3.6.3 ENVIRONMENTAL MANAGEMENT PLAN

C3.6.2 HEALTH AND SAFETY SPECIFICATION

CONTENTS

- C3.6.2.1 SCOPE
- C3.6.2.2 INTERPRETATIONS
- C3.6.2.3 GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN
- C3.6.2.4 RISK ASSESSMENT
- C3.6.2.5 RESOURCES
- C3.6.2.6 MATERIALS
- C3.6.2.7 CATEGORIES OF WORK
- C3.6.2.8 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN
- C3.6.2.9 AUDITING
- C3.6.2.10 ENVIRONMENTAL C00MPLIANCE PENALTIES

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PAP- HEALTH AND SAFETY SPECIFICATION**C3.6.2.1 SCOPE****1.1 Scope of Specification**

This specification covers the principles, duties, responsibilities, liabilities, and requirements applicable in respect of health and safety in the work place on construction work.

This document constitutes the Employers' Health and Safety Specification as defined in the Construction Regulations, 2003 of the Occupational Health and Safety Act (Act 85 of 1993).

1.2 Philosophy

Some of the terms and requirements of the Occupational Health and Safety Act and its Regulations may be novel to Contractors. This specification has therefore been prepared as an instructive guideline without being prescriptive, constraining the competitive advantage or interfering with the legal obligations of the responding parties.

Health and safety can only be assured on construction works if all stakeholders buy into the Health and Safety plan and when the health and safety of all is an integrated line accountability of all management staff and workers on site. The management systems that are provided for in this specification is to enable the performance statistics of health and safety to be regularly captured, the intention of these systems is not to achieve health and safety by policing the conduct of the Contractor's employees.

The specification accordingly provides for:

- a) Independent periodic audits to ensure an unbiased pursuit of health and safety,
- b) Follow-up audits to ensure the implementation of prescribed remedial actions,
- c) The review of the efficiency and effectiveness of the Contractor's Health and Safety Plan,
- d) The preparation of regular reports of inspections and accidents to enable the tracking of changes in health and safety performance,
- e) The monitoring of conditions on a continuously pro-active basis to ensure that hazards are without delay identified, assessed and remedied should it threaten the health and safety of persons and property,
- f) Ad hoc inspections to ensure that health and safety is pursued with dedication and not out of intimidation or coercion, and
- g) Development of all aspects of the Contractor's Health and Safety Plan.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The fundamental intention of this specification is that the preservation of health and safety will become a core value of all involved during the construction of the Works.

This Specification does not require the preparation of an unduly extensive or complex risk assessment. The Contractor should rather prepare a risk assessment which takes the size of the project, the size of the Contractor's organization, the conditions of the workplace and the nature, complexity and significance of the hazards likely to be encountered during the execution of the Works into account.

C3.6.2.2 INTERPRETATIONS

2.1 Supporting specifications

Where this specification is required for a project, the following specifications (as amended) shall, inter alia, form part of the contract document:

- a) Occupational Health and Safety Act, 1993, and its regulations which shall include, but shall not be limited to the following:
 - Construction Regulations, 2003,
 - General Safety Regulations,
 - General Administrative Regulations, 1996,
 - Driven Machinery Regulations, 1988,
 - Electrical Installation Regulations, 1992,
 - Electrical Machinery Regulations, 1988,
 - Environmental Regulations for Workplaces, 1987, and
 - Facilities Regulations, 1990.
- b) Clauses 6. (5) b, 6.(6), 6.(7) and 6.(8) of the Special Conditions of Contract.
- c) The applicable SANS 1200 specifications as listed in Section 4.1 of this Contract Document.

2.2 Application

This specification contains clauses that are applicable to the occupational health and safety requirements of the Occupational Health and Safety Act, 1993 and its Regulations, in particular the Construction Regulations, 2003 promulgated on 18 July 2003 in terms of Section 43 of the Act.

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.6.2.3**GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN****3.1****General**

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2003 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in their safety plan

- What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Contractor envisages to implement on site to support his safety program
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Contractor envisages and how he would go about to execute it
- The Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2003. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

3.2**Outline of Health and Safety Plan**

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,

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- a. Alternative Forms of Risk Assessment,
- b. Methodology of Risk Assessment,
- c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,
 - iii. Risk Analysis,
 - iv. Risk Evaluation,
 - v. Risk Treatment,
 - vi. Monitoring and reviewing,
3. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Supervisors, Inspectors and Issuers,
 - c. Employees,
 - d. Subcontractors inclusive of their scope of work and their core resources,
 - e. Training,
 - f. Plant,
 - g. Vehicles,
 - h. Equipment
4. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
7. Auditing,
 - a. Internal audits,
 - b. Follow-up audits,
8. Financial Aspects,

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9. Emergency procedures and response

C3.6.2.4 RISK ASSESSMENT**4.1 General**

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 7 of the Construction Regulations, 2003. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

C3.6.2.8 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN**8.1 General**

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff

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and how he would implement the findings and recommendations of internal audits or inputs of employees.

8.2 Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed.

8.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

8.4 Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
- The precautionary measures which should be taken regarding the above.

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The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified.

8.5

Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

- The Employer or his Safety Agent, or
- The designated officer serving in the Department of Manpower and appointed by the Minister as chief inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and assess the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

Inspections by the Chief inspector or his representative will be by appointment and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

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C3.6.2.9**AUDITING****9.1****Internal Audits**

The audits contemplated in regulation 4.(1)(d) of the Construction Regulations, 2003 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 5. (3)(c).

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation 4.(1)(c) of the Construction Regulations, 2003.

9.2**Audits by Employer or Safety Agent**

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

C3.6.2.10**ENVIRONMENTAL COMPLIANCE AND PENALTIES**

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the

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response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a) Unnecessary removal or damage to trees

- 2600mm girth or less : R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth : R10 000 per tree
- Greater than 6180mm girth : R30 000 per tree

b) Serious violations:

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R 10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

c) Less serious violations:

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site.: R1 000 per incident
- Dumping of milled material in side drains or on grassed areas: R1 000 per incident
- Possession or use of intoxicating substances on site.: R 500 per incident
- Any vehicles being driven in excess of designated speed limits. : R 500 per incident
- Removal and/or damage to flora or cultural or

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heritage objects on site, and/or killing of wildlife.:	R2 000 per incident
• Illegal hunting. :	R2 000 per incident
• Urination and defecation anywhere except in designated areas. :	R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.6.2.11 MEASUREMENT AND PAYMENT

Item	Unit
C100.01 Penalty for unnecessary removal or damage to trees for the following diameter sizes	
(a) 2600mm girth or less	number (No)
(b) Greater than 2600mm, but less than 6180mm girth	number (No)
(c) Greater than 6180mm girth	number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item	Unit
C100.02 Penalty for serious violations	
(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b) General damage to sensitive environments	
(c) Damage to cultural and historical sites	number (No)
(d) Pollution of water sources	number (No)
(e) Unauthorised blasting activities	number (No)
(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	number (No)

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item	Unit
C100.03 Penalty for less serious violations	
• Littering on site	number (No)

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

• Lighting of illegal fires on site	number (No)
• Persistent or un-repaired fuel and oil leaks	number (No)
• Excess dust or excess noise emanating from site	number (No)
• Dumping of milled material in side drains or on grassed areas	number (No)
• Possession or use of intoxicating substances on site	number (No)
• Any vehicles being driven in excess of designated speed limits	number (No)
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	number (No)
• Illegal hunting	number (No)
• Urination and defecation anywhere except in designated areas	number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer’s decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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THE CONTRACT

PART C4 SITE INFORMATION

PART C5 ANNEXURES

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CONTENTS

PART C4: SITE INFORMATION

C4.1 Locality Plan

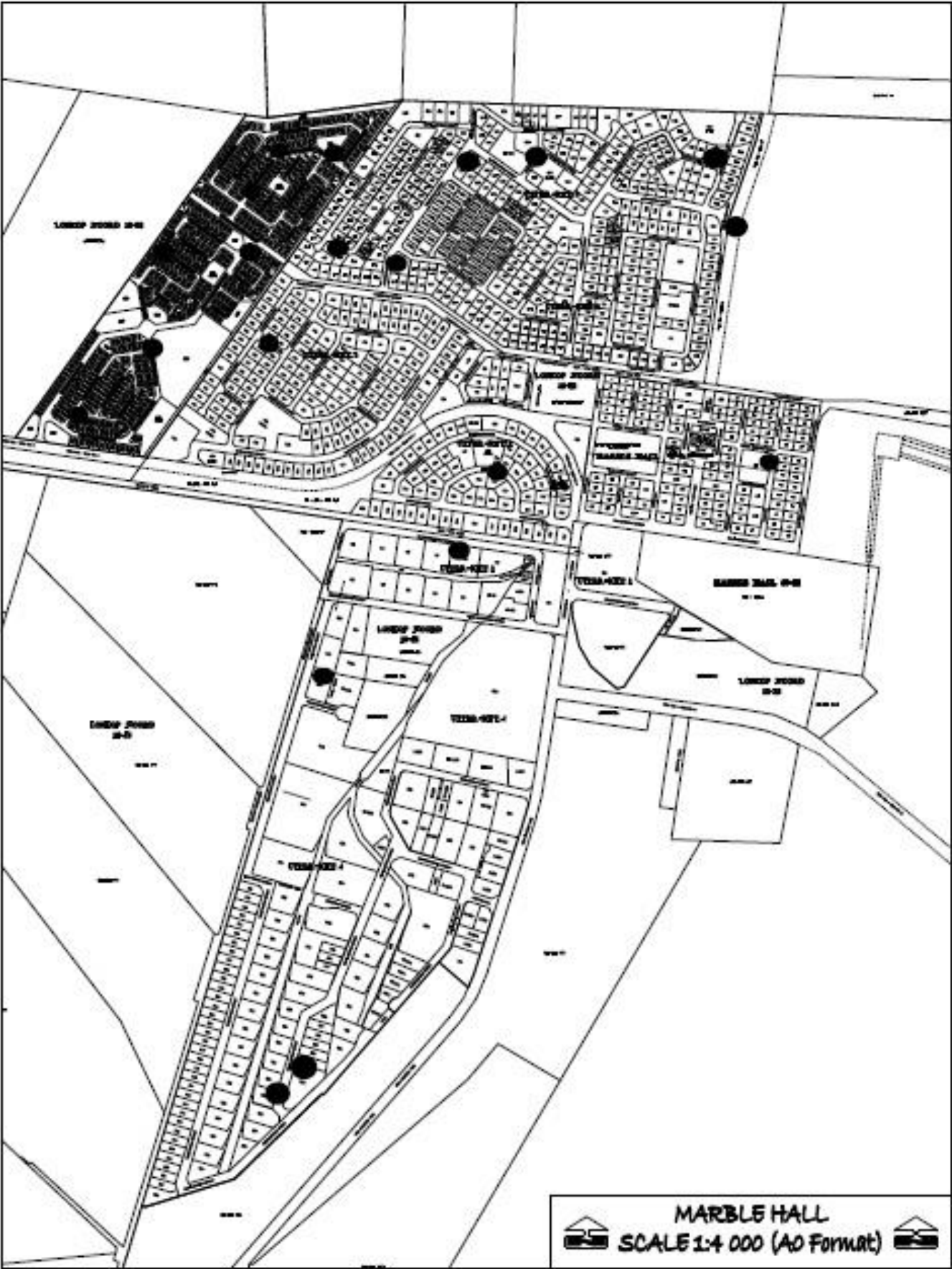
PART C5: ANNEXURES

- C5.1 Contract Drawings :
 - C5.1.1 : GEC T3-OF Ring Main Unit drawing - Complete
 - C5.1.2 : GEC T3-OF Ring Main Unit drawing - Tank
 - C5.1.3 : ACTOM K3AF Ring Main Unit drawing
 - C5.1.4 : Lucy Trident FRMU MK1A drawing
 - C5.1.4 : Hawker Siddeley Tiger N3XF Ring Main Unit drawing

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.1: Locality Plan



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Contractor

Witness 1

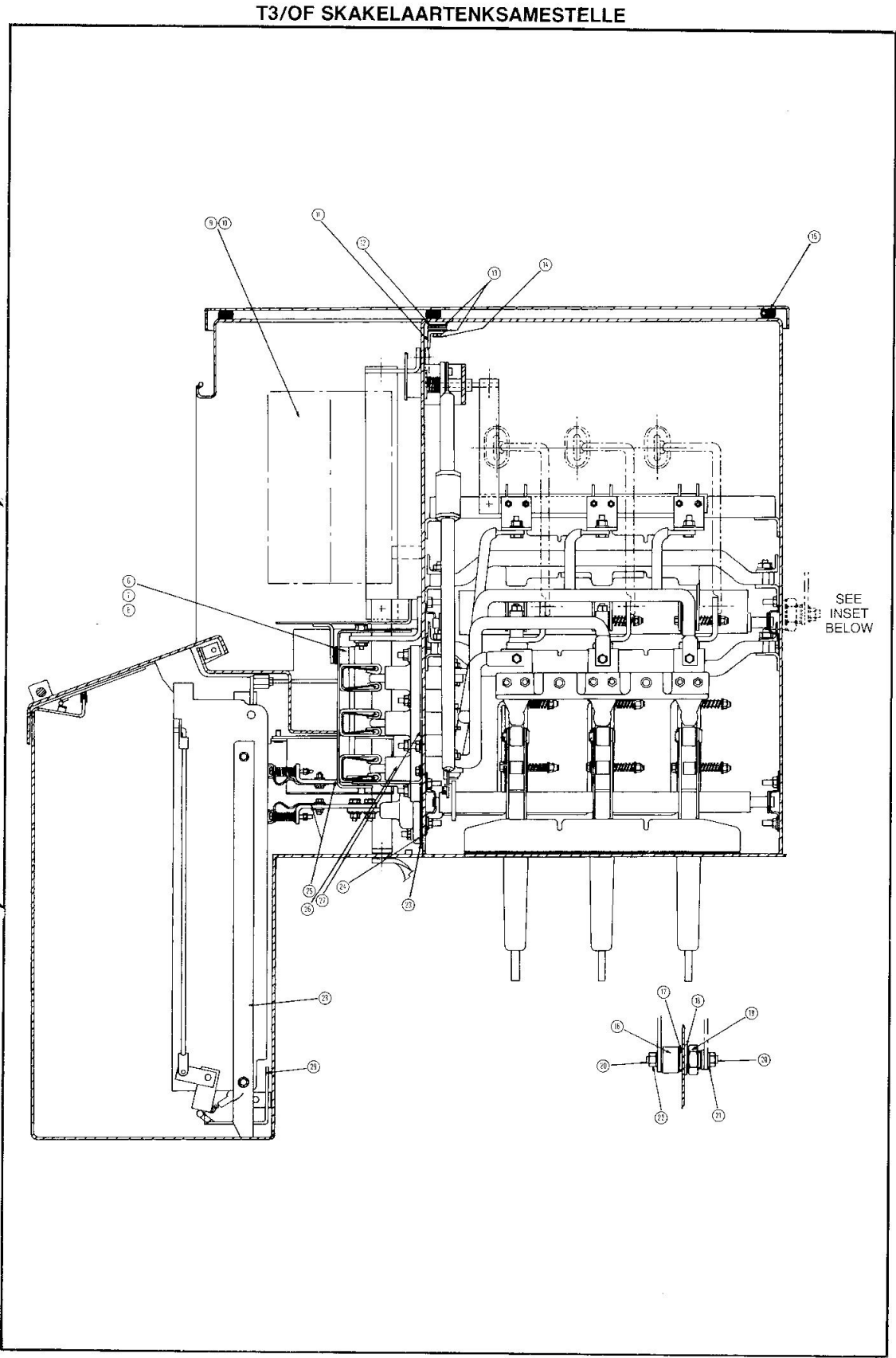
Witness 2

Employer

Witness 1

Witness 2

C5.1.1: GEC T3-OF Ring Main Unit drawing



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Contractor

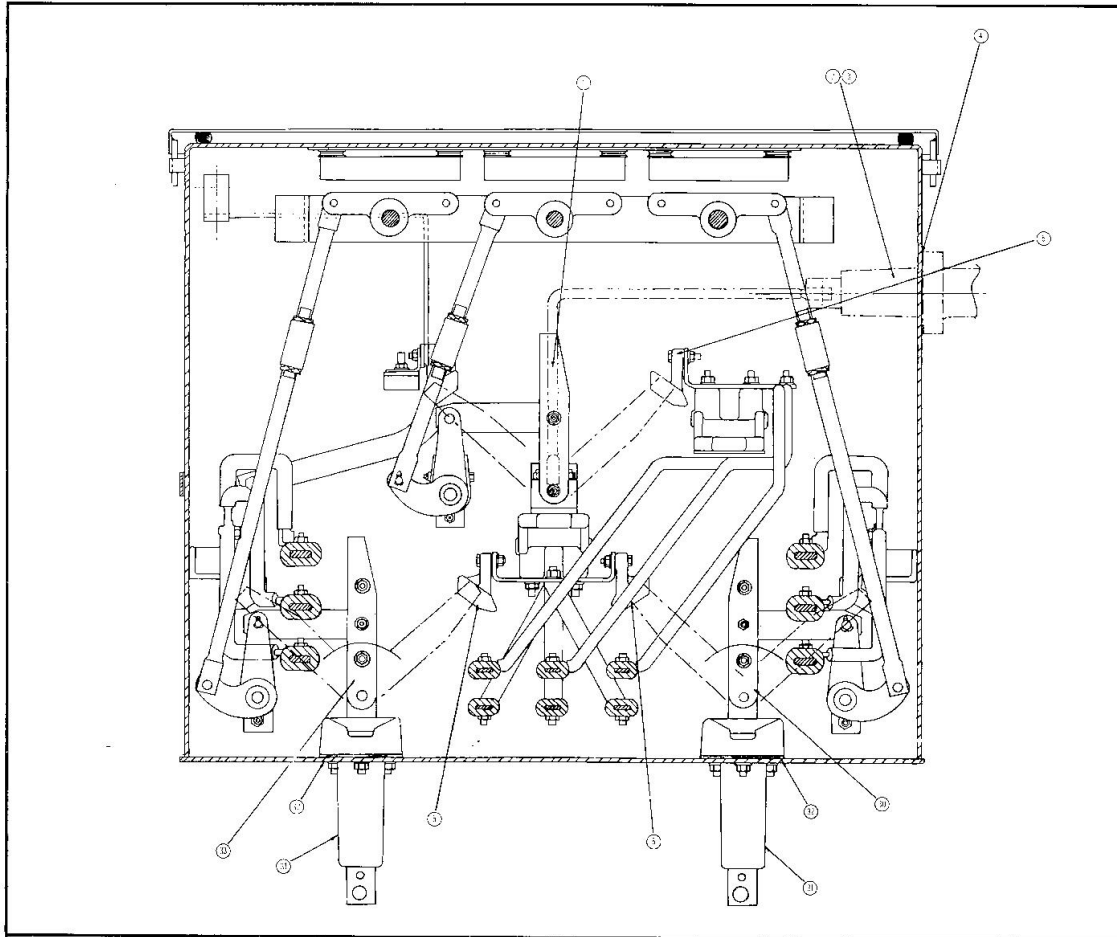
Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1.2: GEC T3-OF Ring Main Unit Tank**T3/OF SWITCH TANK ASSEMBLY**

1. SWITCH BLADE ASSEMBLY. TEE-OFF	(SEE PAGE 11)
2. OIL/AIR TEE-OFF BUSHING MONOBLOC	053813
3. OIL/COMPOUND TEE-OFF BUSHING (3 OFF)	054291
4. TEE-OFF BUSHING GASKET	053821
5. FIXED CONTACT	558435
6. TEST SHUTTER L.H.	556890
7. TEST SHUTTER R.H.	556793
8. EARTHING BRAID	561304
9. MECHANISM ASSEMBLY RING	558788
10. MECHANISM ASSEMBLY. TEE-OFF	558761
11. SWITCH STOP ANGLE	557447
12. SWITCH STOP PAD	557455
13. WASHER	561223
14. M6 NYLOC NUT	547972
15. TOP COVER GASKET. T3/OF	480221
16. EARTH PLUG	557986
17. SEALING RING	482658
18. M20 LOCKWASHER	548707
19. M20 LOCKNUT	546623
20. EARTH PLUG STUD	557994
21. M10 LOCKWASHER	548650
22. M10 FULLNUT	546283
23. ISOLATION BARRIER GASKET	555703
24. FUSE COMPARTMENT ISOLATION BARRIER MONOBLOC	555665
25. ISOLATION CONTACT ASSEMBLY	555576
26. TEST BUSHING MONOBLOC	558478
27. TEST BUSHING MONOBLOC GASKET	558451
28. FUSE CARRIAGE	555894
29. FUSE CARRIAGE FRAME	556262
30. SWITCH BLADE ASSEMBLY R.H. RING SWITCH	(SEE PAGE 11)
31. 3-PHASE CABLE BOX BUSHING MONOBLOC	557668
32. CABLE BOX BUSHING GASKET	558052
33. SWITCH BLADE ASSEMBLY L.H. RING SWITCH	(SEE PAGE 11)
OPERATING HANDLE	561207

Mk. I only

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Contractor



Witness 1



Witness 2



Employer

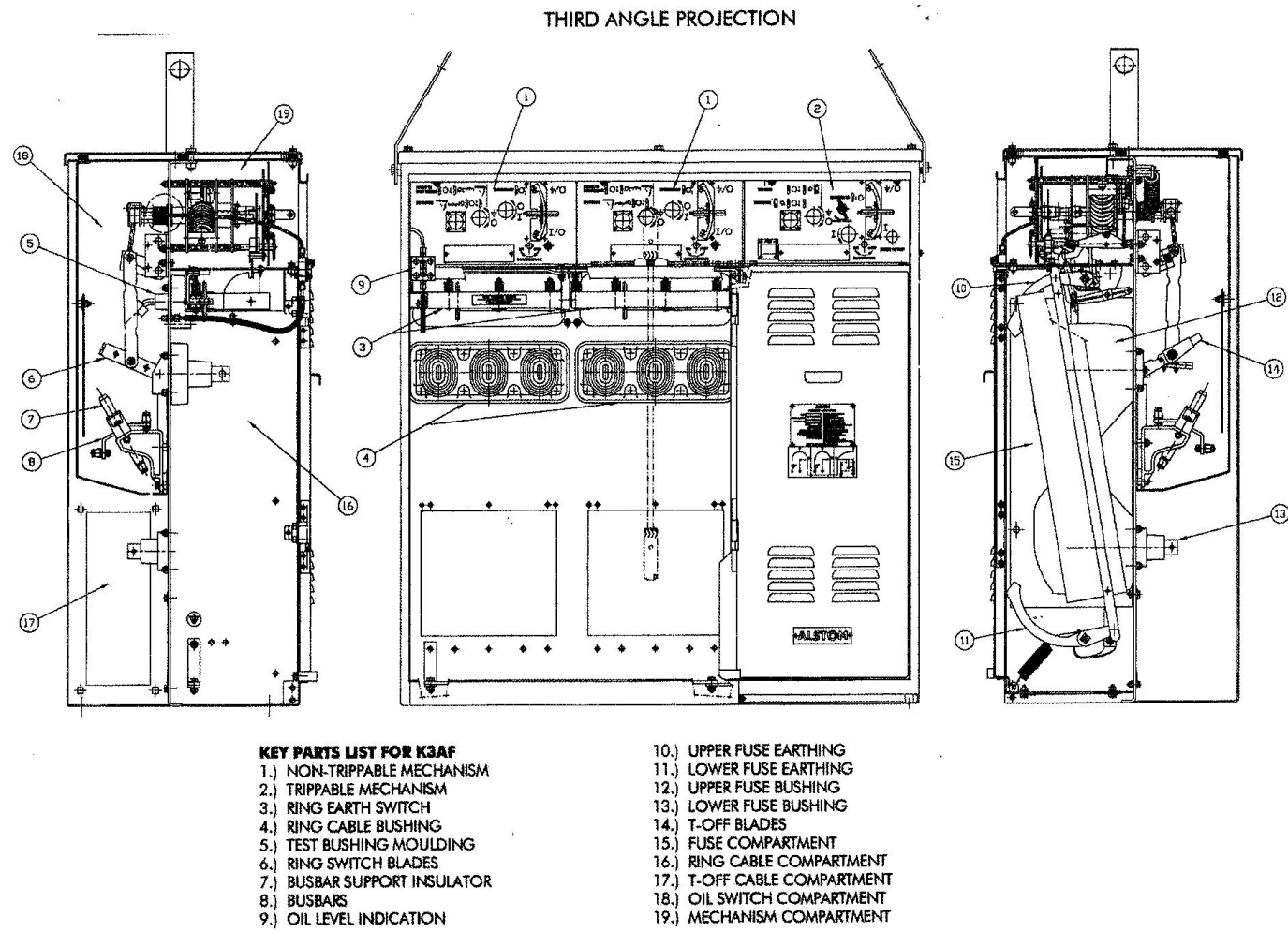


Witness 1



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C5.1.3: ACTOM K3AF Ring Main Unit drawing



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Witness 2

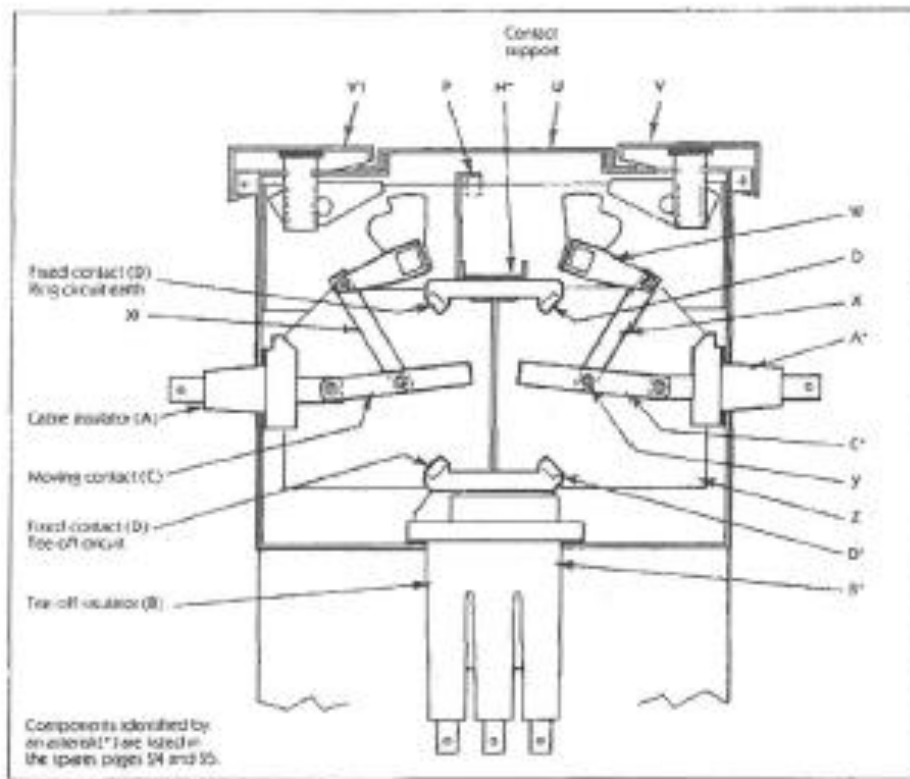
Employer

Witness 1

Witness 2

C5.1.4: Lucy Switchgear – Trident FRMU MK1A

Before any maintenance make certain that the unit is completely isolated from any supply and that it cannot be made alive during servicing.



Access to the contacts, etc

- 1) Operate both switches to 'Earth', open both test access covers V and V1, remove the top cover U, close the test covers and put the switch in the 'Off' position.
- 2) Empty the chamber of oil.
- 3) Unbolt the earth bar P from the earth stud on the chamber wall.
- 4) Free the support channel H by unscrewing the two 8mm nuts at each end and lift out the earth connection assembly - complete with the fixed earth contacts D.
- 5) Switch to 'On' and remove all the insulation barriers Z. These are simply lifted out of the supports at the side and grooves in the insulator B.
- (5) Return the switch to 'Off'.

Replacing a moving contact

The pair of blades C and link X is a sub-assembly. Do not interfere with the joint Y which has been set at the Works to provide the designed contact pressure in service.

It is recommended that only one set is replaced at a time so that an undisturbed set can be used as a reference.

- 7) Detach the insulation link X from the drive lever W on the operating shaft and the hinge at the bushing (cable insulator) A.
- 8) Remove the old assembly and replace it with a new one. Check the correct hinge engagement of washers etc by referring to an undisturbed unit.
- 9) Set the correct hinge pressure by tightening the nut until the double spring washers are just flat and release half-a-turn. Tighten the lock nuts securely.

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Contractor



Witness 1



Witness 2



Employer



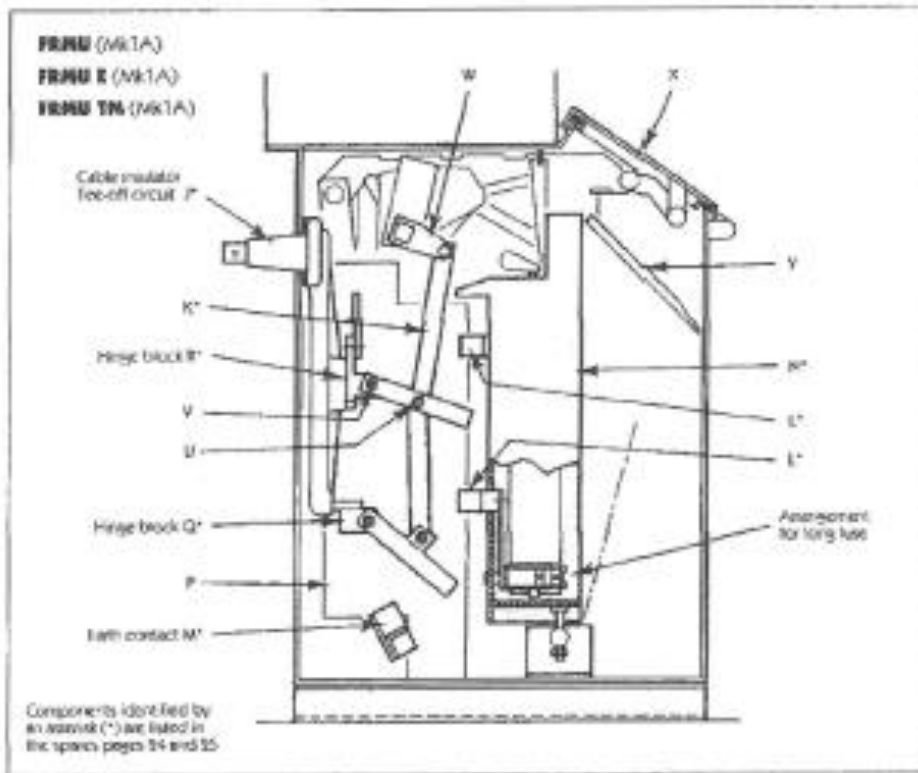
Witness 1



Witness 2

Maintenance - Fuse switch contacts

Before any maintenance make certain that the unit is completely isolated from any supply and that it cannot be made alive during servicing.



Access to the contacts

- 1) The fuse carrier N must be removed from the unit to obtain access to the contacts.
- 2) Put the switch in the 'Off' position and open the access cover X. The fuse carrier will now swing down automatically into its isolated position.
- 3) Unscrew the two countersunk screws and remove the stop block from the right-hand carrier guide.
- 4) Gripping the top, lift the fuse carrier out of the chamber. Watch out for any oil which may be trapped in the moulding.
- 5) Empty the chamber of oil.
- 6) Remove the phase barriers P. This is best

Replacing a moving contact

The double-break contact K is a complete sub-assembly (identical for all types of unit). The two pairs of current-carrying blades are connected by the lower insulation link and actuated by the upper insulation link. Do not interfere with the two joints U which have been set at the Works to provide the designed contact pressure in service.

It is recommended that only one contact set is replaced at a time so that an undisturbed assembly can be used as a reference.

- 6) Detach the link K from the drive lever W.
- 7) Remove the old contact set from the upper and lower hinge blocks and replace it with a new one.
- 8) Set the correct pressure on both hinges by

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Witness 1



Witness 2



Employer



Witness 1



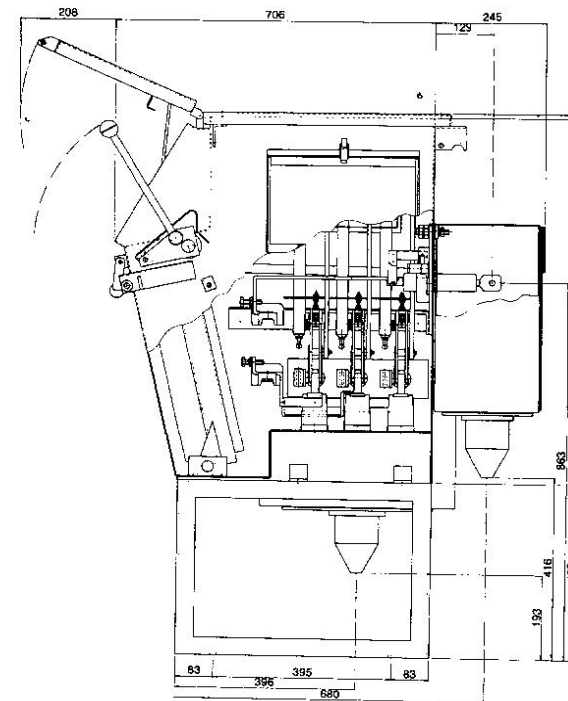
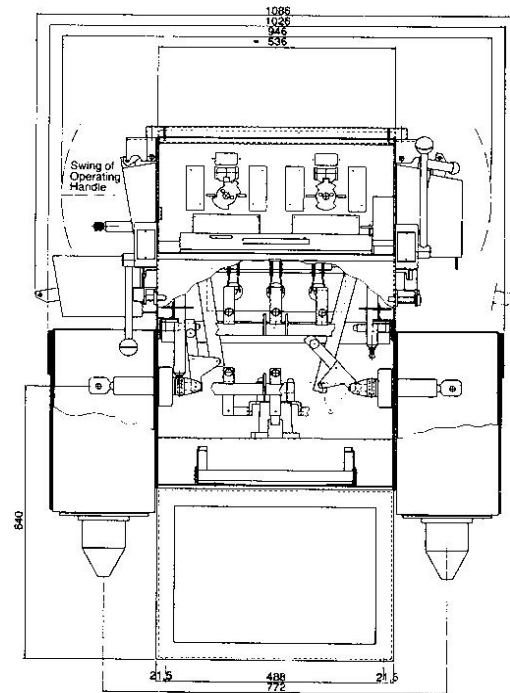
Witness 2

C5.1.5: Hawker Siddeley Tiger N3XF Ring Main Unit drawing

TIGER Ring Main Unit

Ringneteenheid

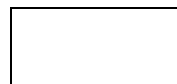
MARK II



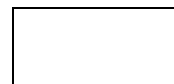
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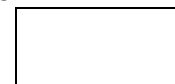
Contractor



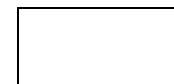
Witness 1



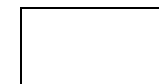
Witness 2



Employer



Witness 1



Witness 2

THE UNIT/RATE SHOULD INCLUDE ALL THE COST TO SERVICE & CLEAN A UNIT A MAINTENANCE CERTIFICATE/REPORT MUST BE ISSUED FOR EACH UNIT: (GASKETS, SEALS, CLEANING MATERIAL, SIGHT GLASSES, NEW OIL, LABOUR ETC. THE SEALS ON THE HANDLES OF TIGER RMU MUST BE REPLACED

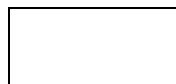
No	Stand No	Manufacturer	Model	Serial No	Bar Code	Man Date	Oil Cap	Coordinates	
1	Arabie dam road(D27) Stand 902	Hawker Siddeley	NX3F	FG -4030/3	8491	2000	140	S 24°58.770'	E 029°17.769'
2	906 RANONKEL Str	Hawker Siddeley	NX3F	FG 4587/11	8499	2003	140	S 24°57.665'	E 029°17.722'
3	1037 BEGONIA Str(AP)	G.E.C.	T3F	83-T3F-14045	8504	1983	270	S 24°57.631'	E 029°17.409'
4	1020 PROTEA Str	G.E.C.	T3F	1983-T3F-13889	8511	1983	270	S 24°57.654'	E 029°17.251'
5	456 IRIS Str	G.E.C.	T3F	83-T3F-14049	8517	1983	270	S 24°57.779'	E 029°17.013'
6	471 PROTEA Str	G.E.C.	T3F	33-T3F-13882	Mnsub bar code 8522	1983	270	S 24°57.834'	E 029°17.115'
7	1789 Phala Mamadingwane Street	Hawker Siddeley	NX3F	FG 5123/14	8608	2007	140	S 24°57.654'	E 029°17.020'
8	1797 Phala Mamadingwane- 6	Hawker Siddeley (Yemurai)	NX3F	FG 5123/18	8603	2007	140	S 24°57.640'	E 029°16.929'
9	1808 Phala Mamadingwane- 6	Hawker Siddeley	NX3F	FG 5123/13	8594	2007	140	S 24°57.724'	E 029°16.848'
10	2274 Kgwane Nkadimeng-6	Hawker Siddeley (Yemurai)	NX3F	FG 5086/25	8581	2006	140	S 24°57.817'	E 029°16.851'
11	1987 "Pokes" Phokanoka - 6	Hawker Siddeley (Yemurai)	NX3F	FG 5086/23	8588	2006	140	S 24°57.812'	E 029°16.691'
12	2122 Peter Nchabeleng-6	Hawker Siddeley	NX3F	FG 5422/7	16797	2009	140	S 24°58.265'	E 029°17.931'
13	2142 JB Marks - 6	Lucy	FRMU TM	5412041	16767	2012	205	S 24°57.981'	E 029°16.667'
14	382 Kiepersol Str	Actom	K3AF	13693/14	16707	2014	100	S 24°57.974'	E 029°16.903'
15	254 Malan Avenue	Hawker Siddeley	NX3F	FG 4984/21	8634	2005	140	S 24°58.187'	E 029°17.332'
16	147 (69)Fifth Avenue (Court)	Hawker Siddeley	NX3F	FG 3622/1	8318	1998	140	S 24°58.171'	E 029°17.853'
17	151 Co-operation Str (Silo's)	Hawker Siddeley	NX3F	FG -2080/2	8379	1993	140	S 24°58.317'	E 029°17.255'
18	834 AGAAT Str	Hawker Siddeley	NX3F	FG 37941/1	8370	1999	140	S 24°58.534'	E 029°16.980'
19	994 Emerald Str	ACTOM	K3AF	12261/12	16774	2012	100	S 24°59.221'	E 029°16.947'
20	Stand 991 tombstone	Hawker Siddeley	NX3F	FG -3544/1	8325	1998	140	S 24°58.265'	E 029°17.931'

END OF BID DOCUMENT

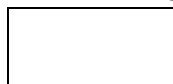
C194



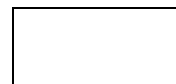
Contractor



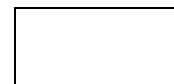
Witness 1



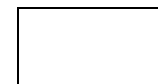
Witness 2



Employer



Witness 1



Witness 2