



MNQUMA LOCAL MUNICIPALITY
BID NUMBER: MNQ/SCM/20/21-22

TENDER DOCUMENT
SUPPLY AND INSTALLATION OF 20 LED STREET LIGHTS
ALONG MTHATHA STREET & KING STREET
(GCC 2015)
VOLUME 1

A Tender for Category 3 GB or Higher CIDB Registered Contractors

ISSUED & PREPARED BY:			
Mnquma Local Municipality Corner King & Mthatha Street Butterworth 4960			
For Technical Contact Details		For SCM Contact Details	
Contact Person:	Ms B. Nohesi	Contact Person:	Ms N Mnini
Telephone:	047 050 1250	Telephone:	047 050 1156
Fax:	047 491 0195	Fax:	047 491 0195
Registered Name of Tenderer:			
TRADING NAME OF TENDERER:			
Registration No. of Entity:			
B-BBEE Status Level of Contributor			
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID ORIGINAL CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
Contact Person:		E-mail Address:	
Telephone No.:			
Mobile No.:		CIDB CRS Number(s) :	
Fax No:			

THE TENDER

Part T1: Tendering procedures

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MNQUMA LOCAL MUNICIPALITY)

BID NUMBER: MNQ/SCM/20/21-22

CLOSING DATE: 28/06 2021 CLOSING TIME: 14H00.

DESCRIPTION: **SUPPLY AND INSTALLATION OF 20 LED STREET LIGHTS ALONG MTHATHA STREET
& KING STREET**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

Mnquma Local Municipality

.....
Cnr King & Mthatha street, Butterworth, 4960
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....
Box 36, Butterworth, 4960
.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open between 08H00-16H30 Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ 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	Budget & Treasury		CONTACT PERSON	Mr. Bangikhaya Nohesi	
CONTACT PERSON	N Mnini		TELEPHONE NUMBER	071 926 3766	
TELEPHONE NUMBER	047 050 1150		FACSIMILE NUMBER	047491 0167	
FACSIMILE NUMBER	047 497 0167		E-MAIL ADDRESS	bangikhayanohesi@gmail.com	
E-MAIL ADDRESS	nmnini@mnguma.gov.za				

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? NO	☐ 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: 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:



BID NOTICE

Mnquma Local Municipality hereby invites bids from all prospective, accredited and qualifying service providers for the hereunder project:

BID NO.	Description	Evaluation Criteria	Closing Date	CIDB Grading
MNQ/SCM/20/21-22	Supply and Installation of 20 LED Street Lights along Mthatha Street and King Street	80/20	Date: 28/06/2021 Time:14:00	3 EP or Higher

Tender Briefing Sessions:

There will be no compulsory briefing sessions due to COVID 19 pandemic. Bidders are requested to send electronic mails for any enquiry related to the above bids. Bidders are required to specify on the email the bid number and the project name query. Email enquiries which will be considered from the 25/05/2021 to 25/06/ 2021.

All enquiries must be directed to the following email addresses:

Technical Enquiries: Mr. Bangikhaya Nohesi (Manager: PMU) at 047 050 1251 email: khayanohesi@gmail.com

Supply Chain Management Enquiries: Ms. Nontathu Mnini (Manager: SCM) at (047) 050 1150 email: nmnini@mnquma.gov.za

Evaluation Criteria: The evaluation will be conducted in four (04) stages namely:

Stage 1: "Administrative compliance"

Bidders that do not meet the **Administrative compliance** (Compliance with mandatory and other bid requirements)

will not be eligible for further evaluation and will be deemed as non-responsive.

Stage 2: Evaluation in terms of the minimum stipulated threshold for local production content

Only locally produced or locally manufactured products with a minimum threshold of 100 % for steel products and components for local production and content will be considered and Only locally produced or locally manufactured electrical cables with a minimum threshold of 90% for local production content will be considered.

- The exchange rate to be used for calculation of local production and content must be the exchange rate published South African Reserve Bank (SARB) 12H00 on the date of the advertisement of the bid; and
- Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

Only bids achieve the minimum stipulated threshold for local production and content will be evaluated further to the third stage.

Stage 3: "functionality" evaluation

CRITERIA	WEIGHT	VALUE 1-5	MAXIMUM POSSIBILITY SCORE
1. EXPERIENCE			40
• Bidder has successfully completed 1 electrification projects = 10 points	2	5	
• Bidder has successfully completed 2 electrification projects = 20 points	4	5	
• Bidder has successfully completed 3 electrification projects = 30 points	6	5	
• Bidder has successfully completed 4 or more electrification projects = 40 points	8	5	
• Bidder has submitted no information or inadequate information to determine the scoring level (score 0)	0	0	
Proof of professional experience: Signed reference letters/ Completion certificates in relation to the required services must be attached in order to score points. Practical completion and appointment letters will not be considered.			
2. KEY STAFF COMPETENCE:(must be working for the Bidding company)			40
1.1 Site Agent/Project Manager			

Academic Qualification: Degree/Diploma in Electrical Engineering. Experience in electrification projects (4 points for experience per year (max. 5 years) = 20 points)	4	5	
2.2 General foreman			
Academic Qualification: Grade 12 or equivalent qualification. Experience in electrification projects (2 points for experience per year (max. 5 years) = 10 points)	2	5	
2.3 Occupational Health and Safety Officer			
Academic Qualification: Grade 12 or equivalent qualification /Occupational Safety and Health certificate. Experience 2 points for experience per year (max. 5 years) = 10 points	2	5	
Bidders must submit detailed CVs with certified copies (not older than 03 months) of the required professional qualifications. If the required certified copies of professional qualifications are not attached to CV's and the required staff personnel is not working for the bidding company no points will be allocated. Professional qualification copy of a certified copy will not be considered.			
3. CONSTRUCTION EQUIPMENT AND TOOLS	20		
Crane Truck = 10 points	2	5	
02 Bakkies = 5 points(2.5 per bakkie)	1	5	
Rock Drilling Machine= 5 points	1	5	
Proof of ownership: Copies of registration of ownership or signed letter of intent to lease in a company letterhead are required in order to score points. The signed letter of intent to lease must be accompanied by the proof of registration of ownership. If the required proofs of registration are not attached to the bid no points will be allocated. Only for Tools – bidder must provide a signed letter in a company letter head to confirm ownership or a signed letter of intent to lease in order to score points.			
Total			100

NB: Bidders must score 70 out of 100 to proceed to the second stage (Financial Evaluation)

Stage 3: "Evaluation in terms of the 80/20 preference point systems prescribed in Preferential Procurement Regulations"

Price=80 points, B-BBEE=20 points. Bidders are required to submit an original or certified copy of B-BBEE certificate to claim preferential points.

REQUIRED DOCUMENTS:

Potential bidders are urged to submit the following attachments when submitting their proposals, failure to do so will lead to disqualification.

- Valid CIDB Contractor Grading 3 EP or Higher
- Full CSD Report (Not older than one Month)
- Only the original tender document will be accepted.
- Fully Completed Tender Forms i.e. Form of Offer, all returnable MBDs (MBD1-9) –Part of the tender document. Return all returnable documents to the employer after completing them in their entirety by writing legibly in non – erasable ink.
- In the case of partnerships/consortiums/ joint venture agreement, signed agreement must be submitted with the tender document (attached to **Schedule 2**) and All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database
- For local production content:**

CONDITIONS OF ACCEPTANCE:

- The Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The bidder has not abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect.
- No late, incomplete, unsigned, faxed, couriered, and emailed tenders will be accepted
- The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the

- Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid;
- The rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy; and
- 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)] are accessible to all potential bidders on the dti's official website <http://www.thedti.gov.za> 'industrial development/ip.jsp' at no cost.

OBTAINING OF TENDER DOCUMENTS:

Tender documents for this project are downloadable at the municipal website: www.mnquma.gov.za and on eTender portal: <https://etenders.treasury.gov.za/>

TENDER SUBMISSION AND OPENING

Tenders/Proposals must be submitted by hand at Bid Box, Corner King and Mthatha Street, Butterworth. 4960

Bids may only be submitted on the bid document provided by the municipality.

Tenders should be sealed, endorsed on the envelope with:

BID NO.: MNQ/SCM/20/21-22

PROJECT NAME: Supply and Installation of 20 LED Street Lights along Mthatha Street and Kind Street

Mnquma Local Municipality for a period of 90 days from the closing date.

- The award of the tender may be subjected to price negotiation with the preferred tenderers.
- The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website www.mnquma.gov.za

NB: Preferred bidders will be required to furnish the municipality with:

- CK/ Company registration, Certified ID Copies not later than 3 month
- Tax Compliance Status PIN
- Certificate issued by the municipality or any other municipality to which he may be indebted to the effect that he and, in the event of the bidder being a company, also any of its directors, is not indebted to the municipality or any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period more than **three months** and that no dispute exists between such bidder and municipality or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Mnquma Local Municipality (MLM) jurisdiction will be verified with MLM Revenue Section.

S. Mahlasela

MUNICIPAL MANAGER

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/20/21-22

SUPPLY AND INSTALLATION OF THE 20 LED STREET LIGHTS ALONG MTHATHA AND KING
STREETS

TENDER
PART 1 (OF 2) : TENDERING PROCEDURES

CONTENTS

T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	White
T1.3	Standard Conditions of Tender	White

MNQUMA LOCAL MUNICIPALITY

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CONDITIONS OF ACCEPTANCE:

- The Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The bidder has not abused the Employer's Supply Chain Management System; or failed to perform on

document (attached to **Schedule 2**) and All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database

12. **For local production content:**

- Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid;
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PROJECT NAME: Supply and Installation of 20 LED Street Lights along Mthatha Street and Kind Street

any previous contract and has been given a written notice to this effect.

- No late, incomplete, unsigned, faxed, couriered, and emailed tenders will be accepted
- The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Mnquma Local Municipality for a period of 90 days from the closing date.
- The award of the tender may be subjected to price negotiation with the preferred tenderers.
- The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website www.mnquma.gov.za

NB: Preferred bidders will be required to furnish the municipality with:

- CK/ Company registration, Certified ID Copies not later than 3 month
- Tax Compliance Status PIN
- Certificate issued by the municipality or any other municipality to which he may be indebted to the effect that he and, in the event of the bidder being a company, also any of its directors, is not indebted to the municipality or any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period more than **three months** and that no dispute exists between such bidder and municipality or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Mnquma Local Municipality (MLM) jurisdiction will be verified with MLM Revenue Section.

S. Mahlasela

MUNICIPAL MANAGER

T1.2 : TENDER DATA

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

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

Bid should read tender and vice versa throughout the document – implying both words have the same meaning.

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

No	Clause	Wording
1	F.1.1	The employer is MNQUMA LOCAL MUNICIPALITY.
2	F.1.2	<u>Volume 1: Tender Document</u> <u>Volume 2: Tender Drawings</u> This document in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Work, Site Information and Additional Documents.
3	F.1.4	The Employer's agent is: Name: MNQUMA LOCAL MUNICIPALITY. Address: P.O. box 36, Butterworth, 4960 Tel: 047 050 1200
4	F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 6EP class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 3 EP class of construction work; 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3 EP class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations; and Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders : a) Availability of resources. b) Capacity to mobilize own and subcontracting resources. c) Availability of skills to manage and perform the contract (assigned personnel) d) Quality achievements on previous contracts of a similar nature.

No	Clause	Wording
5	F.2.2	Add the following to the Clause: “Accept that the Employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the Employer or the Employer’s Agent.”
6	F.2.3	Amend the Clause to read: “.....and notify the Employer’s Agent of any discrepancy.....” Bidders must examine the bid documents upon receipt to ensure that all pages and drawings (if applicable) are included and are to report any missing pages or drawings. Drawings which are illegible or indistinct, and errors or ambiguities in the Specifications, Schedule of Quantities and Drawings or any contradictions between the specifications, Schedule of Quantities and Drawings must be reported to the Contact Person as listed on the cover of this document in order to obtain rulings on such errors, ambiguities or discrepancies. No claim for extras based on such errors, ambiguities or discrepancies will be considered after the opening of bids. Bidders having any queries relating to discrepancies in, or omissions from the bid document shall contact the Employer or Employer’s Agent immediately.
7	F.2.7	The arrangements for a compulsory site visit and clarification meeting are stated where applicable in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Only Certificates of Attendance of Tenderers that attended the compulsory clarification meeting will be signed by the Employer or Employer’s representative, after the compulsory clarification meeting has been completed. Addenda may be issued to and tenders will be received only from those tendering entities appearing on the attendance list if their Certificate of Attendance was signed by the Employer or Employer’s representative at the compulsory clarification meeting. Tender documents will not be made available at the site visit and/or clarification meeting.
8	F.2.8	Modify the Clause to read: Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or Agent at least seven working days before the closing time stated in the tender data.
9	F.2.11	Add the following to the Clause: “In the event of a mistake having been made on the price schedule, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration.” “If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product. No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered. The Employer will reject and classify the tender non-responsive if corrections are not made in accordance with the above.”

No	Clause	Wording
10	F2.12	Alternative offers <u>will not</u> be considered if the main tender submission is not completed and submitted. If a tenderer wish to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Before an alternative offer will be considered, the tenderer must price the contract as specified and then offer his alternative proposal as a complete stand-alone offer in addition to the offer based on the tender requirements. Calculations, drawings, product specifications and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
11	F.2.13.2 and F.2.13.3	Each Tenderer is required to return the original completed tender documents, including drawings with all the required information supplied, duly completed in non-erasable ink in all respects together with one copy of Parts T2, C1 and C2. The original Bill of Quantities and Form of Offer and Acceptance (Form C1.1), duly completed and signed by the tenderer, must be returned in respect of the project for which a tender is submitted.

No	Clause	Wording
12	F.2.13.4	<u>Add the following</u> to the clause: “Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F.2.13.3 In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member’s behalf. In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender. In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture. <u>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.”</u>
13	F.2.13.5	The identification details are: • Tender Reference number • Title of Tender • Closing Date • Closing Time Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at: located at the foyer of: Mnquma Municipality Offices Cnr King & Mthatha Street Butterworth 4960 This address is available from 8:00-16:00 on working days for delivery of Tender offers.
14	F.2.13.6 / F.3.5	A two-envelope procedure will not be followed.
15	F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted

No	Clause	Wording
16	F.2.14	Add the following to the clause: “Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing similar building works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents. Accept that the Employer is restricted in accordance with clause 5 (1h) of the Constructions Regulations, 2014, to only appoint a contractor who he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause F2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.”
17	F.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
18	F.2.16	The tender offer validity period is 90 days. If the expiry coincides with a public holiday, the validity will expire at close of business on the first working day following on the 90 days.
19	F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Exempted Micro Enterprises (EME's) and/or Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements as required in Part C3 Section C3.3: Procurement.
20	F.2.19	Access shall be provided by the Tenderer to his premises during working hours for inspections, tests and analysis.
21	F.2.20	The successful Tenderer will be required to submit a Fixed Performance Guarantee in the prescribed format from an approved insurer or financial institution prior to the commencement of work on this contract.
22	F.2.23	The tenderer is required to submit with his tender: 1) A valid Tax Compliance Pin or Tax Clearance Certificate issued by the South African Revenue Services or as alternatively stipulated on schedule T2.1.3: Tax Clearance Certificate 2) Refer to part T2: Returnable Schedules for a list of documents that are to be returned with the tender. Failure to comply with any of the above will result in the tender being considered non responsive.
23	F.2.24	Add the following new clause: In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium.”
24	F.2.25	Add the following new clause: Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. “No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.”
25	F.2.26	Add the following new clause: Accept that the Employer is prohibited to award a tender to a person -

No	Clause	Wording
		a) who is in the service of the state; or b) 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 c) a person who is an advisor or consultant contracted with the municipality <u>or</u> municipal entity. <i>“In the service of the state”</i> means to be - a) a member of:- • any municipal council; • any provincial legislature; or • 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; e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature.” In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed.”
26	F.2.27	Add the following new clause: Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including – a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.”
27	F.2.28	Add the following new clause: ““Employment Contracts” Accept that successful tenderers shall be obliged to conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the awarded contracts.
28	F.2.29	Add the following new clause: “Remuneration Accept that successful tenderers shall pay their workers a remuneration not less than that recommended and regulated by the Department of Labour.”
29	F.2.31	Add the following new clause: “Municipal Clearance Billing Certificate: Accept that no contract will be awarded to a tenderer who is in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due any municipality.” If the tender amount is expected to be more than R10m the period for arrears reduce to one month.
30	F.2.32	Add the following new clause:

No	Clause	Wording																														
		“Additional conditions of bid:” 1. The Employer/Engineer may also request that the Tenderers provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3. The Employer may appoint more than one contractor on this project, subject to the specific conditions agreed to in the Form of Acceptance. 4. The bid document shall be submitted as a whole and shall not be taken apart. 5. List of returnable documents (PART T2) must be completed in full. NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.																														
31	F.3.1.1	Change “five working days” to “seven working days”.																														
32	F.3.2	Change “seven days” to “five working days”.																														
33	F.3.4	The time and location for the opening of tender submissions are stated in the Tender Notice and Invitation to Tender.																														
34	F.3.5	A two-envelope procedure will not be followed.																														
35	F.3.8.1	Add the following to F3.8.1: “(d) Tender offers will only be considered responsive if the minimum Functionality requirement of 70% is achieved.”																														
36	F.3.8.1	Tenderers are required to demonstrate their ability to undertake work and provide proof of previous experience and expertise to undertake a project of this nature. Tenderers are therefore required to meet a minimum Functionality Score of 70% (70 points out of 100) based on the criteria listed below. The following five criteria will be used to determine responsiveness in terms of functionality. <table><tr><th>Criterion</th><th>Weighting per criterion (maximum score)</th></tr><tr><td>Related experience</td><td>40</td></tr><tr><td>Key staff competence</td><td>40</td></tr><tr><td>Plant and Equipment</td><td>20</td></tr><tr><td>Total</td><td>100</td></tr></table> The minimum total score required is 70% (70 points). Tenderers scoring less than 70% will be regarded as non-responsive. <table><tr><th>CRITERIA</th><th>WEIGHT</th><th>VALUE 1-5</th><th>MAXIMUM POSSIBILITY SCORE</th></tr><tr><td>7. EXPERIENCE</td><td></td><td></td><td>40</td></tr><tr><td>• Bidder has successfully completed 1 electrification projects = 10 points</td><td>2</td><td>5</td><td></td></tr><tr><td>• Bidder has successfully completed 2 electrification projects = 20 points</td><td>4</td><td>5</td><td></td></tr><tr><td>• Bidder has successfully completed 3 electrification projects = 30 points</td><td>6</td><td>5</td><td></td></tr></table>	Criterion	Weighting per criterion (maximum score)	Related experience	40	Key staff competence	40	Plant and Equipment	20	Total	100	CRITERIA	WEIGHT	VALUE 1-5	MAXIMUM POSSIBILITY SCORE	7. EXPERIENCE			40	• Bidder has successfully completed 1 electrification projects = 10 points	2	5		• Bidder has successfully completed 2 electrification projects = 20 points	4	5		• Bidder has successfully completed 3 electrification projects = 30 points	6	5	
Criterion	Weighting per criterion (maximum score)																															
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No	Clause	Wording		
		Bidder has successfully completed 4 or more electrification projects = 40 points	8	5
		Bidder has submitted no information or inadequate information to determine the scoring level (score 0)	0	0
		Proof of professional experience: Signed reference letters/ Completion certificates in relation to the required services must be attached in order to score points. Practical completion and appointment letters will not be considered.		
		8. KEY STAFF COMPETENCE:(must be working for the Bidding company)	40	
		1.3 Site Agent/Project Manager		
		Academic Qualification: Degree/Diploma in Electrical Engineering. Experience in electrification projects (4 points for experience per year (max. 5 years) = 20 points	4	5
		2.2 General foreman		
		Academic Qualification: Grade 12 or equivalent qualification. Experience in electrification projects (2 points for experience per year (max. 5years) = 10 points	2	5
		2.3 Occupational Health and Safety Officer		
		Academic Qualification: Grade 12 or equivalent qualification /Occupational Safety and Health certificate. Experience 2 points for experience per year (max. 5 years) = 10 points	2	5
		Bidders must submit detailed CVs with certified copies (not older than 03 months) of the required professional qualifications. If the required certified copies of professional qualifications are not attached to CV's and the required staff personnel is not working for the bidding company no points will be allocated. Professional qualification copy of a certified copy will not be considered.		
		9. CONSTRUCTION EQUIPMENT AND TOOLS	20	
		Crane Truck = 10 points	2	5
		02 Bakkies = 5 points(2.5 per bakkie)	1	5
		Rock Drilling Machine= 5 points	1	5
		Proof of ownership: Copies of registration of ownership or signed letter of intent to lease in a company letterhead are required in order to score points. The signed letter of intent to lease must be accompanied by the proof of registration of		

No	Clause	Wording			
		ownership. If the required proofs of registration are not attached to the bid no points will be allocated. Only for Tools – bidder must provide a signed letter in a company letter head to confirm ownership or a signed letter of intent to lease in order to score points.			
		Total			100
37	F.3.9	As stated in clause C2.1 of the Pricing Instructions, arithmetical errors of responsive tenders will be corrected in the following manner. 1. Where there is a discrepancy between an amount shown in figures and the corresponding amount in words, the amount stated in words shall take preference. 2. In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate shall be corrected. 3. Where there is an error in the total of the 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 in the Bill of Quantities) to achieve the tendered total of the prices. Should a tenderer be unwilling to make the corrections as set out above, the tender may be disqualified.			
38	F.3.11.1	Tenders will be evaluated in terms of the Mquma Local Municipality Supply Chain Management Policy. Any parts of the Supply Chain Management Policy that are outdated will be replaced by the applicable portions of the current Preferential Procurement Policy Framework Act and associated Regulations. The method for the evaluation of responsive tenders shall be Method 1: Financial Offer and Preference as described under Clause F.3.11.2. The 80/20 Preference Point system will be applied where a maximum of EIGHTY (80) tender adjudication points will be awarded for price and a maximum of TWENTY (20) points for B-BBEE Status Level of Contribution. Refer to Part T2 - Returnable Schedules.			
39	F.3.11.7	The financial offer will be scored using Formula 2 (option 1) in Table F.1 of the Standard Conditions of Tender (Section T1.3 of this document) where the value of W_1 is: 1) 90 where the financial values inclusive of VAT of all responsive tenders received are in excess of R50 000 000, or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers is equal to or less than R50 000 000.			
40	F.3.11.8	Up to 100 minus W_1 tender evaluation points will be awarded to tenderers on the basis of the data supplied in Part 2: Returnable Schedules of the Tender Portion. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers that complete the preference claim form (T2.1.10) in terms of the Preferential Procurement Regulations 2017 and are found to be eligible for the preference claimed. Preference points shall be scored in accordance with Regulation 5 (2) or 6 (2) of the Preferential Procurement Regulations, 2017. Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below. In applying the 80/20 BEE points system for acquisition of services, works or goods with a Rand value below R50 000 000 (all applicable taxes included):			

No	Clause	Wording																					
		<table><tr><th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr><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></table>	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																						
		A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.																					
41	F.3.13.1	<u>Add the following to the Clause:</u> g) The tenderer submits a valid Tax Clearance Certificate issued by the South African Revenue Services or as alternatively stipulated on schedule T2.1.3: Tax Clearance Certificate, or has made arrangements to meet outstanding tax obligations and can provide proof thereof; h) The successful tenderer will be required to submit a Fixed Performance Guarantee in the prescribed format from an approved insurer prior to the commencement of each assignment awarded in terms of this tender; i) The tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate contractor grading designation; j) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; k) The tenderer has not: i) abused the Employer’s Supply Chain Management System, or ii) failed to perform on any previous contract and has been given a written notice to this effect; l) The tenderer has completed the Compulsory Enterprise Questionnaire and i) there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process, and ii) no person or persons in the employ of the state have been found to be involved in or associated with the submission of the tender or will participate in the contract in any manner whatsoever;																					

No	Clause	Wording
		m) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; n) The Employer is reasonably satisfied that, in terms of the Construction Regulations, 2014 (issued in terms of the Occupational Health and Safety Act, 1993), the tenderer has the necessary competencies and resources to carry out the work safely; o) Neither the tenderer nor any of its directors, partners or principals is in arrears for more than 3 months with municipal rates and taxes and municipal service charges. If the tender amount is expected to be more than R10 million, the period for arrears reduces to one month; p) The Form of Offer and Acceptance is correctly completed and signed; q) Tenders containing any one or more errors or omissions, or tenders not having complied with any one of the pre-emptory tender conditions as detailed in this tender document, shall not be considered and shall automatically be rejected. r) Completion of schedule T2.2.8: Contract Organogram and T2.2.9: Key Personnel Returnable and attaching the CV's and certified qualifications s) Copies of section T2, C1 and C2 t) Completion of the technical data sheets and submission of any supplier brochures required (if applicable, delete if not applicable) u) Completion of the quality scoring schedules and submit all relevant documentation required (if applicable, delete if not applicable)
42	F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

T.2.1 List of returnable documents

- Valid CIDB Contractor Grading 3 EP or Higher
- Full CSD Report (Not older than one Month)
- Only the original tender document will be accepted.
- Fully Completed Tender Forms i.e. Form of Offer, all returnable MBDs (MBD1-9) –Part of the tender document. Return all returnable documents to the employer after completing them in their entirety by writing legibly in non – erasable ink.
- In the case of partnerships/consortiums/ joint venture agreement, signed agreement must be submitted with the tender document (attached to **Schedule 2**) and All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database
- **For local production content:**

Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid;

The rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy; and

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)] are accessible to all potential bidders on the dti's official website <http://www.thedti.gov.za> 'industrial development/ip.jsp at no cost.

Note: Failure to provide these documents will result in the tender not being evaluated further

2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Municipal declaration and returnable documents
- Certificate of Authority for Joint Ventures, if applicable
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Annual Financial Statements Declaration
- Evaluation schedule 1:

3 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Suitable annual financial statements for the preceding financial year within 12 months of the financial year end
- A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

4 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

The tenderer must complete all returnable documents provided i.e.

MBD Forms

- C1.1 Offer portion of Form of Offer and Acceptance**
- C1.2 Contract Data (Part 2)**
- C2.2 Bill of Quantities**
 - Scope of Work**

Record of Addenda to tender documents

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 or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
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Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name

Date

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Referencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 or contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code *(tick applicable box)*

☐ Generic code of good practice

☐ Other – specify

c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date :

Name of witness Signature of witness

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference

2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Municipal declaration and returnable documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) *(tick one of the boxes):*

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (ie: all municipal accounts are paid up to date);

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Annual Financial Statements Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that:

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally

☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;
name of auditor

☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

.....
Name

.....
Position

.....
Tenderer

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY SIGNATORY	AUTHORISED
Lead partner		Signature. Name Designation	
		Signature. Name Designation	
		Signature. Name Designation	

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, 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.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

6. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL

PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBBEE, 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 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (E) **“BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT”** MEANS THE BROAD-BASED BLACK Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;

- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20	OR	90/10
-------	----	-------

$$Ps = 80\{1 - \frac{Pt - Pmin}{Pmin}\}$$

or

$$Ps = 90\{1 - \frac{Pt - Pmin}{Pmin}\}$$

$Pmin$

$Pmin$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating

issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

(TICK APPLICABLE BOX)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:..... 9.3 Company
registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

9.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

.....

.....

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

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

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

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

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. MNQ/SCM/79/20-21

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

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

(b) I have satisfied myself that

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

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

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

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the

remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9,00 GBP R 12,00

A. Exempted imported content

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

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer R 0

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

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

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____ Page 56 of 199

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.
.

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

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 ☐
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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	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

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:
 - **Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Note: 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.

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

T1.3 : STANDARD CONDITIONS OF TENDER

Contents

F.1	General	
F.1.1	Actions	
F.1.2	Tender Documents	Error! Bookmark not defined.
F.1.3	Interpretation	Error! Bookmark not defined.
F.1.4	Communication and employer's agent	Error! Bookmark not defined.
F.1.5	Cancellation and Re-Invitation of Tenders	Error! Bookmark not defined.
F.1.6	Procurement procedures	Error! Bookmark not defined.
F.2	Tenderer's obligations	Error! Bookmark not defined.
F.2.1	Eligibility	Error! Bookmark not defined.
F.2.2	Cost of tendering	Error! Bookmark not defined.
F.2.3	Check documents	Error! Bookmark not defined.
F.2.4	Confidentiality and copyright of documents	Error! Bookmark not defined.
F.2.5	Reference documents	Error! Bookmark not defined.
F.2.6	Acknowledge addenda	Error! Bookmark not defined.
F.2.7	Clarification meeting	Error! Bookmark not defined.
F.2.8	Seek clarification	Error! Bookmark not defined.
F.2.9	Insurance	Error! Bookmark not defined.
F.2.10	Pricing the tender offer	Error! Bookmark not defined.
F.2.11	Alterations to documents	Error! Bookmark not defined.
F.2.12	Alternative tender offers	Error! Bookmark not defined.
F.2.13	Submitting a tender offer	Error! Bookmark not defined.
F.2.14	Information and data to be completed in all respects	Error! Bookmark not defined.
	defined.	
F.2.15	Closing time	Error! Bookmark not defined.
F.2.16	Tender offer validity	Error! Bookmark not defined.
F.2.17	Clarification of tender offer after submission	Error! Bookmark not defined.
F.2.18	Provide other material	Error! Bookmark not defined.
F.2.19	Inspections, tests and analysis	Error! Bookmark not defined.
F.2.20	Submit securities, bonds and policies	Error! Bookmark not defined.
F.2.21	Check final draft	Error! Bookmark not defined.
F.2.22	Return of other tender documents	Error! Bookmark not defined.
F.2.23	Certificates	Error! Bookmark not defined.
F.3	The employer's undertakings.....	Error! Bookmark not defined.
F.3.1	Respond to requests from the tenderer	Error! Bookmark not defined.
F.3.2	Issue Addenda	Error! Bookmark not defined.
F.3.3	Return late tender offers	Error! Bookmark not defined.
F.3.4	Opening of tender submissions	Error! Bookmark not defined.
F.3.5	Two-envelope system	Error! Bookmark not defined.
F.3.6	Non-disclosure	Error! Bookmark not defined.
F.3.7	Grounds for rejection and disqualification	Error! Bookmark not defined.
F.3.8	Test for responsiveness	Error! Bookmark not defined.
F.3.9	Arithmetical errors, omissions and discrepancies	Error! Bookmark not defined.
	defined.	
F.3.10	Clarification of a tender offer	Error! Bookmark not defined.
F.3.11	Evaluation of tender offers	Error! Bookmark not defined.
F.3.12	Insurance provided by the employer	Error! Bookmark not defined.
F.3.13	Acceptance of tender offer	Error! Bookmark not defined.
F.3.15	Complete adjudicator's contract	Error! Bookmark not defined.
F.3.16	Notice to unsuccessful tenderers	Error! Bookmark not defined.
F.3.17	Provide copies of the contracts	Error! Bookmark not defined.
F.3.18	Provide written reasons for actions taken	Error! Bookmark not defined.
F3.19	Transparency in the procurement process	Error! Bookmark not defined.

RETURNABLES

TENDER NUMBER: MNQ/SCM/20/21-22

SUPPLY AND INSTALLATION OF THE LED STREETLIGHTS ALONG MTHATHA STREET

TENDER PART 2 (OF 2) : RETURNABLE DOCUMENTS
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CONTENTS

T2.1	Returnable Schedules	White
T2.2	Additional Returnable Schedules	White

T2.1 : RETURNABLE SCHEDULES

The following documents are to be completed and returned, as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.		
T 2.1.1	Authority of Signatory	Tick if completed and submitted
T 2.1.3	Valid Tax Clearance Certificate	Tick if completed and submitted
T 2.1.5	Business Registration Documents	Tick if completed and submitted
T 2.1.7	VAT Registration Certificate	Tick if completed and submitted
T 2.1.8	Broad Based Black Economic Empowerment (BBBEE) Certificate	Tick if completed and submitted
T 2.1.9	Joint Venture (JV) Agreement (Where Applicable)	Tick if completed and submitted
T 2.1.10	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Tick if completed and submitted
T 2.1.12	Status of Concern Submitting Tender	Tick if completed and submitted
T 2.1.13	Proof of Registration with the Construction Industry Development Board (<i>in the applicable category or higher</i>)	Tick if completed and submitted
T 2.1.14	Declaration of Interest in Tender of Persons in Service of the State	Tick if completed and submitted
T 2.1.15	Compulsory Enterprise Questionnaire	Tick if completed and submitted
T 2.1.16	Declaration of Tenderer's Past Supply Chain Management (SCM) Practices	Tick if completed and submitted
T 2.1.17	Declaration Concerning Fulfillment of the Construction Regulations, 2014	Tick if completed and submitted
T 2.1.18	Certificate of Independent Bid Determination	Tick if completed and submitted
T 2.1.19	Declaration of Indemnity	Tick if completed and submitted
T 2.1.21	Record of Addenda to Tender Documents	Tick if completed and submitted
T 2.1.22	Proposed Amendments	Tick if completed and submitted
T 2.1.23	Schedule of Work Satisfactorily Carried out by the Tenderer for Private Clients or Organs of State	Tick if completed and submitted
T 2.1.24	Schedule of Plant and Equipment Available for the Contract	Tick if completed and submitted
T 2.1.31	Schedule of Proposed Subcontractors	Tick if completed and submitted
T 2.1.35	Certificate of Attendance at Compulsory Clarification Meeting	Tick if completed and submitted

RETURABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (CONTINUED) Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.		
T 2.2.1	Municipal declaration and returnable documents	ick if completed and submitted
T 2.2.2	Financial references	ick if completed and submitted
C1.1	Form of Offer and Acceptance	Tick if completed and submitted
C1.2b	Contract Data (Part 2) – Specified by the Contractor	Tick if completed and submitted
2.	ADDITIONAL RETURABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT Failure to submit this applicable document will result in the Tenderer having to submit same upon request within 7 calendar days and if not complied with, will result in the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]	
T 2.1.2	Payments of Municipal Accounts	Tick if completed and submitted
T 2.1.4	Proof of Registration with National Treasury Central Supplier Database	Tick if completed and submitted
T 2.2.3	Estimated Monthly Cash flow	Tick if completed and submitted
T 2.2.4	Personnel Schedule	Tick if completed and submitted
T 2.2.5	Quality Management Systems	Tick if completed and submitted
T 2.2.6	Preliminary Program of the Works	Tick if completed and submitted
T 2.2.7	Company Profile	
T 2.2.8	Contract Organogram	Tick if completed and submitted
T 2.2.9	Key Personnel Assigned to the Contract	Tick if completed and submitted
T2.2.10	Curriculum Vitae of Contracts Manager	Tick if completed and submitted
T2.2.11	Curriculum Vitae of Site Agent	Tick if completed and submitted
T2.2.12	Curriculum Vitae of General Foreman	Tick if completed and submitted
T2.2.13	Curriculum Vitae of Health and Safety Representative	Tick if completed and submitted
3.	OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.	
C 1.1 :	Form of Offer and Acceptance	Tick if completed and submitted
C 1.2a :	Contract Data (Part 1) – Specified by the Employer	Tick if completed and submitted
C 1.2b :	Contract Data (Part 2) – Specified by the Contractor	Tick if completed and submitted

C 1.4 :	Occupational Health and Safety Mandatory Agreement	Tick if completed and submitted
C 1.5 :	Disclosure Statement	Tick if completed and submitted
C 2.1	Pricing Instructions	Tick if completed and submitted
C 2.2 :	Bill of Quantities	Tick if completed and submitted
T 2.1.21	Record of Addenda to Tender Documents	Tick if completed and submitted
T 2.1.22	Proposed Amendments	Tick if completed and submitted

T2.1.1 : AUTHORITY OF SIGNATORY

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.

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

A. Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20..., *Mr/Ms acting in the capacity of (Position in the Enterprise), and who will sign as follows: be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses :

- | | | | |
|----|--|------------|--|
| 1. | | Chairman : | |
| 2. | | Date : | |

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			

NOTE:

1. *Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
..... hereby authorize *Mr/Ms,
acting in the capacity of (Position in the Enterprise), and who will
sign as follows:be, and is hereby, authorized to sign the
Bid/Tender, and any and all documents and/or correspondence in connection with this tender
and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

4. *Delete which is not applicable

5. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding
Enterprise

C.

We, the undersigned, are submitting this tender offer in a Joint Venture / Consortium and hereby
authorize *Mr/Ms,acting in the capacity of lead partner,
and who will sign as follows:be, and is hereby, authorized to sign
the Bid/Tender, and any and all documents and/or correspondence in connection with this tender
and any contract resulting from it on behalf of the company.

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

NAME OF FIRM	Lead Partner (X)	ADDRESS	% of Contract Value	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for Sole Proprietor

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

As witnesses :

1. _____
2. _____

Signature : Sole owner : _____

Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
..... hereby authorize *Mr/Mrs
acting in the capacity of , (Position in the Enterprise), and who will sign as follows:
.....be, and is hereby, authorized to sign the Bid/Tender, and any and
all documents and/or correspondence in connection with this tender and any contract resulting
from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

7. * Delete which is not applicable
8. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding
Enterprise

T2.1.2 : PAYMENT OF MUNICIPAL ACCOUNTS

In terms of Clause 26(e) of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts. The tenderer shall attach to this page, a Municipal Accounts Tender Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date. These certificates are obtainable from the Mquma Local Municipality.

Should the tenderer not be based in the Mquma Municipality, he/she must submit a Rates Clearance Certificate issued by the municipality in which he is based.

The tenderer is referred to the added Clause F2.31 of the Conditions of tender:

Accept that no contract will be awarded to a tenderer who is in arrears (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due to any municipality.

T2.1.3 : TAX CLEARANCE CERTIFICATE

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet with the bidders tax obligations.

1. In order to meet this requirement bidders are required to complete in full the TCC 001 form, Application for a Tax Clearance Certificate (TCC)" and submit it to any SARS branch office nationally. The TCC requirements are also applicable top foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a TCC that will be valid for a period of one (1) year from the date of approval.
3. The tenderer must attach to this page an **valid** TCC issued by SARS in respect of his/her company, close corporation or partnership. Failure to submit the original and valid TCC will result in the invalidation of the bid. Certified copies of the TCC will not be accepted.

Alternatively, the tenderer must submit a Tax Compliance Status PIN to allow Supply Chain Management to verify the real-time compliance status.

Tax Compliance Status PIN	
---------------------------	-------

4. In the case of a joint venture between two or more firms, the tenderer shall attach the TCC for each of the joint venture partners.
5. Copies of the TCC 001 form are available from any SARS branch office nationally or on the website, www.sars.gov.za
6. Applications for the TCC may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website, www.sars.gov.za.

Signed Date

Name Position

Tenderer

T2.1.4 : PROOF OF REGISTRATION WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATA BASE

All businesses and suppliers wishing to conduct business with the Mngoma Local Municipality must register on the National Treasury Central Supplier Database.

The database is administered by National Treasury and the tenderers must attach to this page a copy of their confirmation of registration.

T2.1.5 : BUSINESS REGISTRATION DOCUMENTS

Attach as part of your tender submission proof of valid registration to the companies and intellectual property commission documents of incorporation of company, close corporation, partnership, sole proprietor or a joint venture.

In the case of a joint venture, the tenderer shall include all the documents of all the entities involved in the joint venture.

Sole proprietors are exempted and are only required to submit a copy of their identification document and bidders tax clearance certificate.

T2.1.7 : VAT REGISTRATION CERTIFICATE
--

Tenderers must attach hereto a copy of their VAT registration as proof that they are a VAT vendor. In the case of a joint venture a VAT registration certificate must be submitted for the registered joint venture.

T2.1.8 : BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) CERTIFICATE

Valuation of preference points is based on tenderers' scorecards in accordance with the Construction Sector Codes of Practice promulgated in Gazette 41287 on 1 December 2017. In terms of Government Notice 931 of 2017, only BBBEE Verification Certificates issued by Accredited Verification Agencies or Verification Agencies that are in possession of a valid pre-assessment letter from the South African National Accreditation System (SANAS) will be valid.

1. Tenderers shall therefore submit their company's scorecard by attaching to this page a BBBEE Verification Certificate. The BBBEE Verification Certificate must indicate the OWNERSHIP (Bo) details.
2. The Verification Certificate must be current, meaning that it must have been issued more recently than 12 (twelve) months prior to the tender closing date.
3. In the event of a Joint Venture (JV), a consolidated BBBEE Verification Certificates must be submitted for the JV or a score of zero points will be applied.

Signed Date

Name Position

Tenderer

T2.1.9 : JOINT VENTURE (JV) AGREEMENT (Where Applicable)

In the case of a joint venture, Tenderers must attach hereto a signed copy of the joint venture agreement.

T2.1.10 : PREFERENCE SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS

T2.1.12 : STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture or a co-operative:

(Mark the appropriate option below)

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture	
Co-operative	

2. Information To Be Provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984.	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (Including Companies incorporated under Art 53 (b)).	Copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.

If the Tendering Entity is a:		Documentation to be submitted with the tender
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company. Copy of CM 29.
5	Sole Proprietary or a Partnership	<u>Copy of the Identity Document of:</u> a) Such Sole Proprietary, or b) Each of the Partners in the Partnership Copy of the Partnership agreement.
6	Co-operative	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
2. Include a copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for Vat Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes

No

Registration number:

.....

T2.1.13 : PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)
--

Tenderers shall attach to this page, proof of Registration with the Construction Industry Development Board, or other such documentation which records the Tenderer's name, CIDB grading and CRS number for verification by the municipality.

CRS number	
------------	-------

Signed..... Date

Name Position

Tenderer

T2.1.14 : DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE

T2.1.15 : COMPULSORY DECLARATION

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
 ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of any provincial legislature
 ☐ a member of an accounting authority of any national or provincial public entity
- ☐ a member of the National Assembly or the National Council of Province
 ☐ an employee of Parliament or a provincial legislature
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

T2.1.16 : DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

T2.1.17 : DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

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

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

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

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

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

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1.

ID NO:.....

(Name in Print):

2.

ID NO:.....

(Name in Print):

T2.1.18 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

T2.1.19 : DECLARATION OF INDEMNITY

I,, the undersigned for an on behalf of (herein referred to as “the Contractor”) indemnify and safeguard the Mnquma Local Municipality and its Employees against all action, suits, proceedings, claims, demands, costs and expenses whatsoever which may be instituted, brought or sent, or may be incurred or be payable by the Council arising out of or in connection with any damage, death or injury caused or alleged to have been caused by or as a result of any act, omission by the contractor and/or the Contractors Employees or Employees arising out of work done in connection with or arising out of the following contract.

Contract number :

Contract description :
:
:
:

Full name and Surname: Signature:

Place: Date:

Capacity:

For and on behalf of:

To completed by a Commissioner of Oath:

I hereby declare that the above Declaration was made before me.

Full Name and Surname of Commissioner of Oath:

ID number:

Signature:

T2.1.21 : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Attach additional pages if more space is required.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.1.22 : PROPOSED AMENDMENTS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in **a covering letter to his tender and reference such letter in this schedule.**

The Tenderer's attention is drawn to clause 5.8 of the SANS 10845-3 regarding the employer's handling of materials deviations and qualifications.

Page	Clause or item	Proposal

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.1.23: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE

(Organs of State include any Local, Provincial or National Government Authority)

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

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.1.24 : 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 tender is accepted.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T2.1.31 : SCHEDULE OF PROPOSED SUBCONTRACTORS

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

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names 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.

No.	Name and address of proposed subcontractor	Nature and extent of work	Previous experience with subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.1.35 : CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on (date), starting at

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

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

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

Name Signature

Capacity Date & Time

T2.2.1 : MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (ie: all municipal accounts are paid up to date);

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

T2.2.2 : FINANCIAL REFERENCES

The tenderer shall attach to this form a letter from the bank at which he/she declares he/she conducts his/her account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. **NOTE: Failure to provide the required letter with the submission may render the tenderer's offer unresponsive in terms of the tender condition F3.8.**

The tenderers banking details as they appear below shall be completed.

In the event that the tenderer is a joint venture enterprise, details of all members of the joint venture shall be similarly provided and attached to this form.

Description	Details
Name of account holder	
Account number	
Name of bank	
Branch name	
Branch code	
Bank rating (current rating, attach letter from bank)	
Bank and branch details	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.2.3 : ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme, his tendered unit rates and submission of his Payment certificate to the Employer. The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

Payment Certificate No.	Amount (VAT Included)					Cumulative cash flow
	A	b	a-b			
	Payments Received	Expenditure		Net cash flow		
1	None		d		j=d	
2			e		k=j+e	
3			f		l=k+f	
4			g		m=l+g	
5			h		n=m+h	
6			etc		etc	
7						
8						
12						
13						
etc						
Maximum negative cash flow: take the largest negative number in the last column and write it here						

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T2.2.4 : PERSONNEL SCHEDULE

Tenderer to insert number of personnel he proposes employing on this contract		
Job Description	Permanent Staff	Temporary staff from local community
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		
* Other		
* Other		

* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

T2.2.5 : QUALITY MANAGEMENT SYSTEMS

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey: Setting out of the works and control			
SANAS accredited Testing Laboratory			
Additional quality systems			

Signed

Date

Name

Position

Tenderer

T2.2.6 : PRELIMINARY PROGRAM OF THE WORKS

The tenderer must attach to this page the preliminary program of the works.

T2.2.7 : COMPANY PROFILE

The tenderer must attach to this page the company profile.

T2.2.8 : CONTRACT ORGANOGRAM

The tenderer must attach to this page the organogram for the contract of the personnel he intends using. Failure to submit the organogram will result in the tenderer scoring zero for key personnel in both qualifications and experience.

Refer to paragraph no. 41 of the Tender data.

T2.2.9 : KEY PERSONNEL ASSIGNED TO THE CONTRACT

Curriculum vitae (CV) and certified qualifications must be submitted for each of the key personnel proposed in the table below. **The CV must specifically include the qualifications, years of experience, courses completed and experience in construction contracts of a similar value and higher and nature. Contactable referees must also be provided.**

Each key person shall be cross referenced to and labelled to correspond to the organogram as per schedule T2.2.8 so as to indicate which role the person in question is proposed to fulfil in the Contract.

Job Description	Full Name	Qualification	Years of Experience
Contracts Manager			
Site Agent			
General Foreman			
Health and Safety Representative			
*			
*			
*			
*			
*			
*			

* - To be filled in by Tenderer

Refer to paragraph no. 36 of the Tender data.

Signed Date

Name Position

Tenderer

T2.2.10 : CURRICULUM VITAE OF CONTRACTS MANAGER

The tenderer shall attach to page the Curriculum vitae (CV) and certified qualifications as stipulated in the Tender Data for the Contracts Manager.

T2.2.12 : CURRICULUM VITAE OF GENERAL FOREMAN
--

The tenderer shall attach to page the Curriculum vitae (CV) and certified qualifications as stipulated in the Tender Data for the General Foreman.

T2.2.13 : CURRICULUM VITAE OF HEALTH AND SAFETY REPRESENTATIVE

The tenderer shall attach to page the Curriculum vitae (CV) and certified qualifications as stipulated in the Tender Data for the Health and Safety Representative.

THE CONTRACT

Part C1: Agreements and Contract data

TENDER NUMBER: MNQ/SCM/20/21-22

SUPPLY AND INSTALLATION OF THE LED STREETLIGHTS ALONG MTHATHA STREET

CONTRACT

PART 1 (OF 4) : AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Guarantee**
- C1.4 Draft Health and Safety Agreement**
- C1.5 Pro Forma Disclosure Statement**
- C1.6 Pro Forma Adjudication Board Member Agreement**

C1.1 : FORM OF OFFER AND ACCEPTANCE

1 OFFER

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

Supply and Installation of 20 LED Streetlights Along Mthatha Street

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 PRICES INCLUSIVE OF VALUE-ADDED TAX IS:

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

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

Signature(s) of authorized agents:.....

Name(s) (in block letters)

Capacity of authorized agents:

for and on behalf of the
Tenderer
(Name and address of organization)

Witness: (Full name – in block letters – and signature)
(Name)

Page 119 of 199

CONTRACT
Part C1: Agreement and contract data

C1.1 Form of offer and acceptance

Reference no: MNQ/SCM/20/21-22

(Signature)

Date:

2 ACCEPTANCE

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

The terms of the contract are contained in:

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

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with 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 (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For and on behalf of the Employer:

Signature(s) of authorized agent(s).....

Date:.....

Name(s) **S Mahlasela**

Capacity **Municipal Manager**

for the **Employer:** **Mnquma Local Municipality**
P O Box 36, BUTTERWORTH, 4960

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

3 SCHEDULE OF DEVIATIONS

Notes:

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

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

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

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable 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 and on behalf of the
Tenderer
 (Name and address of organization)

Witness: (Full name – in block letters – and signature)
 (Name)

.....
(Signature)

Date:

For and on behalf of the Employer:

Signature(s) of authorized agent(s).....

Date:.....

Name(s) **S Mahlasela**

Capacity **Municipal Manager**

for the **Employer:** **Mnquma Local Municipality**
P O Box 36, BUTTERWORTH, 4960

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

C1.2: CONTRACT DATA (PART 1)

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za

Copies of these conditions of contract may be obtained on the tenderer's own cost from the SAICE Tel: 011-805 5947

PART 1: CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

No.	Clause	Description
1	1.1.1.13	The Defects Liability Period is 12 months , measured from the date of the Certificate of Completion.
2	1.1.1.14	The time for achieving Practical Completion is 6 Months, calculated from the Commencement Date.
3	1.1.1.15	Name of Employer is: MNQUMA LOCAL MUNICIPALITY
4	1.1.1.16	The Employer's Agent is a MNQUMA LOCAL MUNICIPALITY
5	1.1.1.26	The pricing strategy is: Re-measurement Contract
6	1.2.1.2	The Employer's address for receipt of communications and notices is : Name: MNQUMA LOCAL MUNICIPALITY Address: P. O. Box 36, Butterworth, 4960 Tel: 047 401 2400

No.	Clause	Description
7	3.2.3	The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: 1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Price"; 2. Existing Clauses: 3.2.1 - Nomination of person as Employer's Agent's Representative. 5.6 – Approval of the programme 5.7.2 - Work at night as well as by day 5.8 – Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion. 5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 – Variations in respect of Variations which are not small (R20 000) 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.
8	3.2.4	Occupational Health, Safety & Wellness Sub Directorate – Public Health and the duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 5(5) of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to Occupational Health, Safety & Wellness Sub Directorate – Public Health for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
9	3.4	<u>Add the following</u> new Sub-Clause 3.4: The Employer may, at his sole discretion, provide technical support services to the Contractor or Sub Contractor(s). The technical team providing such support services will be appointed and remunerated by the Employer. In the case of EPWP Contractor Learner ship Programmes, support services may be provided by the Department of Public Works. The technical team will consist of the Employer's Agent and a person or persons acting as Training, Construction

No.	Clause	Description
		and Materials Managers or Construction Mentor, depending on the services to be provided and the scope of the functions to be executed. 3.4.1 In addition to his duties and functions in terms of 3.2.1, the Employer's Agent will co-ordinate the work of the technical team providing the support services. 3.4.2 The Construction Manager acts as mentor to the Contractor in respect of the following functions, which are described fully in the CESA document, Guideline Contract Specific Data C4- Construction Management Services of the Form of Agreement for Consulting Services for Labour -Intensive Construction Projects: i) Programming the execution of the works. ii) Interpretation of drawings, specifications and related contractual matters. iii) Workforce structuring, employment and management. iv) Guidance to expedite work progress/ improve productivity. v) Setting out of works. vi) Safety measures and legislation requirements. vii) Materials handling. viii) Tools and equipment needs. ix) Financial matters. x) Training requirements. xi) Security aspects. xii) Quality control systems. 3.4.3 The Materials Manager is responsible for the following functions which are described fully in the CESA document, <u>Guideline Contract Specific Data C5- Materials Procurement Services</u> of the <u>Form of Agreement for Consulting Services for Labour -Intensive Construction Projects on the Contract</u>: i) Establishment of stores. ii) Determination of store administration procedures. iii) Determination of requirements of store staff. iv) Employment of store staff. v) Staff guidance, supervision and training. vi) Acquisition of materials.

No.	Clause	Description
		vii) Issue of materials. viii) Upholding of an assets register. ix) Insurance of assets. 3.3.4 The main role of the Mentor is to support the Learner Contractor and to impart knowledge that will enable the Contractor to compete independently as soon as possible. The Mentor provides a wide range of support and advice functions, including but not limited to advice with regard to: (i) Finance and dealing with banks (ii) Business management (iii) Contract management (iv) Procurement of materials and other required services (v) Technical and engineering (vi) Construction Planning and Management (vii) Fulfilling of statutory and tax obligations (viii) Labour and human resource advice
10	4.3.1	Add the following to the clause: “For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time. Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.” “The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.”

No.	Clause	Description
11	4.3.3	Add the following new clause: “Contractor’s Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract”
12	4.5	Add the following new Sub-Clauses: 4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits. 4.5.6 On the request of the Contractor and certified by the Employer’s Agent as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause. The Contractor shall provide proof to the Employer’s Agent of all payments effected by him. The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business. The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.
13	4.11.3	Add the following to Clause 4.11 Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor’s employees to improve their competency and efficiency commensurate with the requirements of the Works.
14	5.3.1	The documentation required before Commencement of the Works are: Health and Safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
15	5.3.2	The Contractor is required, within 14 days of the Commencement Date, to submit the documents listed below to the Employer’s Agent for his approval. Health and Safety Plan

No.	Clause	Description
		The Contractor shall deliver his health and safety plan, in terms of Clause 7(1a) of the Construction Regulations, 2014. Initial Programme The Contractor shall deliver his Initial Programme of work in term of Clause 5.6 Security Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to ten per cent (10%) of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in Part C1.3 of this tender document. Insurance Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data. (a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident; (c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; (d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million; (e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. (f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.

No.	Clause	Description
16	5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.
17	5.8.1	Delete the words “between sunset and sunrise” in the first line and replace with “outside normal working hours”. Normal working hours shall be those as stated in the applicable Sectoral Determination applicable to a 5 (five) day week Non-working days are Saturdays and Sundays and special non-working days are public holidays and official builder’s holidays.
18	5.8.1.5	Add the following additional Clause to Clause 5.8 “The cost of supervision by the Employer’s Agent or his representatives outside of normal (Monday to Friday) working hours in accordance with this Clause, shall be to the Contractor’s account”.
19	5.12.2.2	Add to Clause 5.12.2.2: The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are: • 3 working days per month for the months of May to October • 2 working days per month for the months of November to April If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer’s Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employer’s Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole. The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.
20	5.12.5	Add the following to Clause 5.12 5.12.5 Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer’s Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.
21	5.13.1	The penalty for failing to complete the Works is R 1500 per day
22	5.16.3	The latent defect period is 10 years.
23	5.14.5.5	Delete Clause 5.14.5.5 and replace with: Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data.
24	6.2.1	Replace the wording “as selected” in Clause 6.2.1 with “as stated”.

No.	Clause	Description
		The security to be provided by the Contractor shall be: • a performance guarantee of ten per cent (10%) of the Contract Sum, plus • retention money amounting to five per cent (5%) of the Contract Price. Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3. The performance guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. A Retention Money Guarantee is not permitted. The wording of the performance guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data."
25	6.2.2	Replace the entire contents of Clause 6.2.2 with the following: "If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."
26	6.2.3	Replace the entire contents of Clause 6.2.3 with the following: "The Contractor shall ensure that the performance guarantee remain valid and enforceable until the issue of the Certificate of Completion."
27	6.8.2	Contract Price Adjustment will not apply
28	6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
29	6.10.3	Replace the entire contents of Clause 6.10.3 with the following: "Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the" retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data." The percentage retention shall be ten per cent (10%) of payments due up to the "Limit of retention money" which shall be five per cent (5%) of the Contract Price, excluding Value Added Tax.
30	6.10.4	Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".

No.	Clause	Description
31	6.10.6.2	Replace Clause 6.10.6.2 with the following new Clause 6.10.6.2: 6.10.6.2 No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.
32	8.6	Delete Clause 8.6 and replace it with: (1) Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Works effect and maintain the following insurances covering the respective interests of the Contractor and the Employer. (a) Insurance of the Works and of all the movables of the Site intended for incorporating in the Works against damage or physical loss from whatsoever cause arising (other than causes set out in Clause 8.3.1) (i) for the period for which the Contractor is responsible for the Works in terms of Clause 8.2, and (ii) for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of (aa) the Contract Price, (bb) a sum to cover the value (specified at the time of delivery to the Contractor) of materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and (cc) a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables. (b) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required. (c) Public Liability Insurance from the Commencement Date to the date of the Certificate of Completion or the end of the Defects Liability Period (if any) for a minimum limit of indemnity of R 5 000 000, with no limitation on the number of accidents in any one year covering the Employer and the Contractor against their respective liability for the death of or injury to any person or loss of or damage to any property (other than property while it is insured in terms of paragraph (a)) arising out of or in the course of the performance of the Contract: Provided that (i) the insurance shall not be required to cover any liability arising out of any of the matters referred to in the proviso of Clause 8.3.1, and (ii) the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties. (2) Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in the Republic of South Africa. (3) The insurances referred to in Sub-Clause (1) shall be effected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld.

No.	Clause	Description
		(4) The Contractor shall produce to the Employer the policies by which the insurances are effected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period within 14 days of receipt of the Letter of Acceptance. (5) The Contractor and the Employer shall comply with the terms and conditions of the insurance policies. (6) If the Contractor shall fail to effect and keep in force any of the insurances referred to in Sub-Clause (1), the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for the purpose and the Contractor shall refund the amounts of such premiums to the Employer. (7) The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No. 85 of 1993.
33	9.1.4	Replace Clause 9.1.4 with the following: Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities. Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted. No payment will be made in terms of this Clause after the expiry of the due completion date.
34	10.1.1.1.1	Add the following to Clause 10.1.1.1.1 Should the claim be related to work stoppages by either the EMEs or the local community, no extension of time will be granted without a South Africa Police Service case number for threats or intimidation against the parties involved.
35	10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
36	10.5.1	Dispute resolution shall be by ad-hoc adjudication
37	10.5.3	The number of Adjudication Board Members to be appointed one (1).
38	10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
39	11.	Add the following additional clause: Details to be confidential

No.	Clause	Description
		The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

No.	Clause	Description
1	1.1.1.9	The Contractor is:
	1.2.1.2	The Contractor's address for receipt of communications and notices is :
		Telephone: Facsimile:
		Address (Postal) : Address (Physical) :
2	6.5.1.2.3	The percentage allowance to cover overhead charges is%

C1.3 : FORM OF PERFORMANCE GUARANTEE (PRO FORMA)

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor”

means:.....

.....

.....

Physical address:

.....

.....

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“Employer”

means:

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.....

“Contractor” means:

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.....

“Employer's Agent” means:

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.....

.....

“Works” means:

.....

.....

.....

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

.....

.....

.....

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue of the Certificate of Completion

CONTRACT DETAILS

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

1. FIXED PERFORMANCE GUARANTEE

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

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

- 2.1. The Guarantor hereby acknowledges that:
 - 2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

- 2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
 - 2.2.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
 - 2.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
 - 2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 2.3. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
 - 2.3.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
 - 2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1
- 2.5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate by the Employer's Bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6. Payment by the Guarantor in terms of 3.2 or 3.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

- 2.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's Court.

Signed at

Date Guarantor's
 signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4 : HEALTH AND SAFETY AGREEMENT

**ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY
ACT, 1993 BETWEEN**

SECTION 37(2) MANDATORY H&S AGREEMENT:

WRITTEN AGREEMENT ON

OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety
Act 85 of 1993 as amended

AS ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as “the Employer”)

AND

(Hereinafter referred to as “the Mandatory”)

Compensation Fund number:

Common Law Liability

Insurance in respect of Third

Parties for the Minimum Sum of R...

1. Reporting

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Site Manager CR6.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

2. Warranty of compliance

2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.

2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

3. Refer:

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977

4. Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

5. Appointments and training

- 5.1 The Mandatory shall appoint competent persons as per Section 16 (2) or CR6.1 of the OHS Act.
- 5.2 Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.
- 5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.
- 5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.
- 5.5 Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters. The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

7. Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

8. Cooperation

- 8.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory.
- 8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

9. Work procedures

- 9.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.
- 9.2 The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.
- 9.3 The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

10. Health and safety meetings

- 10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.
- 10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.

11. Compensation registration

- 11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged.
- 11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

12. Medical examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and necessary vaccinations where applicable and that they are medically fit for the purposes of the work they are to perform.

13. Incident reporting and investigation

13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.

13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.

13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

14. Statutory Obligations of the Mandatory & Contractor

14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.

14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.

14.3 Without derogating from the generality of this paragraph:

14.3.1 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.

14.3.2 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and / or injuries.

14.3.3 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention

14.3.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

14.3.5 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.

- Horseplay, scuffling, fighting, running or throwing of objects.
- The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.

- Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.
- The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
- The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.
- The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.
- Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
- Contractors must, in the interests of safety, enforce discipline

15. Security and access

15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.

15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.

15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by himself onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.

16. Fire precautions and facilities

16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

17. Hygiene and cleanliness

17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.

17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

18. No nuisance

18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

19. Intoxication not allowed

19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.

19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

20. Personal protective equipment

20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.

20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

21. Plant, machinery and equipment

21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

- 21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.
- 21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.
22. No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the

Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorised to make use of same, have access thereto.

23. Transport / Vehicles

- 23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.
- 23.2 All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so.
- 23.3 All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 23.4 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

24. Confined Spaces

In the event of having to entering confined spaces, work shall not be performed unless defined through a Specific Confined Space Work Instruction and detailed by the contractor as to the precautionary measures that should be implemented prior to and during the work activities required in confined spaces; i.e.

- Air Sampling
- Air Monitoring
- Personal Air Monitoring
- No employee to enter suffering from claustrophobia
- Permits
- Standby present
- Self-contained breathing apparatus
- Life line etc

25. Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

26. Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory workmen would be present on the Employer's premises.

27. Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus done and signed at on

For, and on behalf of the Employer

Date

for, and on behalf of the Mandatory

Date

Witness

Date

C1.5 : DISCLOSURE STATEMENT

PRO FORMA

Date: _____

Contract: _____

Contractor: _____

Employer: _____

Engineer: _____

Dear Sirs

I am willing and available to serve as ad-hoc Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I have had no previous involvements in this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full: _____

Signature: _____

C1.6 : ADJUDICATION BOARD MEMBER AGREEMENT

PRO FORMA

This Agreement is entered into between:

Adjudication Board Member:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Contractor:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Employer:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

The parties entered into a Contract for _____

_____ (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition 2010 (GCC), must be referred to **ad-hoc adjudication**.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the GCC, Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 1. A monthly retainer of _____ (amount) for _____ (number of months), and/or
 2. A daily fee of _____ (amount) based on a _____ (number) hour day, and/or
 3. A hourly fee of _____ (amount), and/or
 4. A non-recurrent appointment fee of _____ (amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost. Upon submission of an invoice for fees and expenses to the Parties, the **Employer** shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other Party by half the amount so that fees and expenses are borne equally by the Parties. This Agreement is entered into:

Contractor's signature: _____

Contractor's Name: _____

Place: _____

Date: _____

Employer's signature: _____

Employer's Name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's Name: _____

Place: _____

Date: _____

C1.7 : CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)

CONFIRMATION OF RECEIPT

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

The (day) of(month) (year)

At (place)

It is hereby agreed that the official commencement date of the contract will be:

The (day) of(month) (year)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/20/21-22

SUPPLY AND INSTALLATION OF 20 LED STREET LIGHTS ALONG MTHATHA AND KING STREET

CONTRACT PART 2 (OF 4) : PRICING DATA
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- C2.1 Pricing Instructions**
- C2.2 Bill of Quantities**
- C2.3 Summary Page for Bill of Quantities**

C2.1 : PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Electrical Engineering Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 standardised specifications”.
- C2.1.1.2 Descriptions in the Schedule/Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under “Reference clause” in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who are temporarily employed in terms of the project specification
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The Schedule has to be completed in black non-erasable ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- C2.1.1.9 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.

C2.1.1.11 Arithmetical errors of responsive tenders will be corrected in the following manner:

- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
- In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the 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 in the Bill of Quantities) to achieve the tendered total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

C2.1.1.12 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt

C2.1.1.13 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.14 A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

NOTE

Tenderers are to refer to the Scope of Works and in particular the Specification Data when pricing the Bills of Quantities. Certain clauses in the Standard Specifications and the Particular Specifications have been omitted, amended or added to and these changes must be taken into account when pricing the tender.

As it is not always practical or possible to cross reference every change to the Specifications, the onus rests on the tenderer to ensure that he is aware of the changes and to structure his rates accordingly.

C2.2 : BILL OF QUANTITIES

Mthatha Street

	ACTIVITY DESCRIPTION	UNIT	TENDER QTY	MATERIAL		LABOUR		GRAND TOTAL
				RATE	TOTAL	RATE	TOTAL	
1.0	<u>PRELIMINARY AND GENERAL</u>							
1,1	Site Establishment	Sum	1					
1,2	Office Overheads	Sum	1					
1,3	Insurance	Sum	1					
1,4	Guarantees	Sum	1					
1,5	Transport	Sum	1					
1,6	Project board							
1,7	Other, specify:-	Sum						
	(Specify fixed or variable)							
1.7.1	Supervision	Sum	1					
1.7.2	Project Admin	Sum	1					
1.7.3	Security	Sum	1					
1.7.4	Compliance with OHS Act	Sum	1					
	<u>NOTE:</u>							

	All items must be completed to enable fixed							
	and variable P & G's to be calculated for							
	extension of time.							
	ITEMS NOT DETAILED SHALL BE DEEMED TO							
	BE INCLUDED - NO ADDITIONAL ITEMS WILL							
	BE ALLOWED							
TOTAL CARRIED FORWARD TO "SUMMARY BILL OF QUANTITIES"								
2.0	EXCAVATIONS AND BACKFILLING							
	<i>Rates to make provision for any type of ground condition</i>							
2,1	Basic 600mm depth x 450m width: "Cable trench"	metre	1 200					
2,2	1,6 metre depth for pole: "Length 10 000mm"	No	20					
2,30	Pegging	No	20					
	Danger Tape							
2,40								
	<i>Supply and install</i>							

2.4.1	300mm wide red and yellow danger tape	metre	1 200					
2,50	BREAKING AND REINSTATING TAR							
2.5.1	Breaking and reinstating tar	metre	250					
2,6	BREAKING AND REPAVEMENT SURFACE							
2.6.1	Breaking and repavement the surface	metre	120					
2.7	BREAKING AND REPAVEMENT CONTRETE MIX	metre	20					
2.7.1	Breaking and repavement the surface							
2.8	SLEEVE PIPES							
	<i>Supply and install</i>							
2.8.1	110 mm ² PVC UG sleeve pipe	metre	40					
TOTAL CARRIED FORWARD TO "SUMMARY BILL OF QUANTITIES"								
3,0	INTERNAL RETICULATION							

3,1	<u>CONTINUOUS CURVE STEEL POLE</u>							
	<i>Supply and install</i>							
3.1.1	10-meter mounting height Steel curve steel poles	No	20					
3,20	<u>THE STREETLIGHTS BRACKETS ADAPTOR</u>							
	<i>Supply and install</i>							
3.2.1	The Streetlight Brackets adaptor required should be reduce for the nonstandard street pole, Hot Dip Galvanised mild steel with a 54 mm bracket adapt ID to 43 mm OD.	No	40					
3,3	<u>STREETLIGHTING AND CONTROL</u>							
	<i>Supply and install</i>							
3.3.1	Beka LEDLume-Midi 48 LED /108 W White LED Street light with its contents	No	20					
3.3.2	BEKA LEDLume-Midi 48 LED / 76W Green Output LED Streetlight Luminaire painted white	No	7					
3.3.3	BEKA LEDLume-Midi 48 LED / 76W Red Output LED Streetlight Luminaire painted white	No	6					
3.3.4	BEKA LEDLume-Midi 48 LED / 76W Blue Output LED Streetlight Luminaire painted white	No	7					
3.4	<u>CABLE</u>							
	<i>Supply and install</i>							
3.4.1	16 mm X 4 Core ECC Cable	metre	1 200					

3.4.2	2.5 mm sq. copper PVC insulated wire	metre	100					
3.5	EARTHING							
	<i>Supply and install</i>							
3.5.1	Earhting the Steel Curve Pole	No.	20					
3,6	<u>TERMINATIONS</u>							
3.6.1	PVC gland for 16mm ² wire	No.	40					
3,7	<u>COMMISSIONING OF INSTALLATION</u>							
	<i>Supply and install</i>							
3.7.1	Commissioning of installation together with Project Manager and demonstrate operation	No	1					
	to occupant							
3.8	Removal of unwanted exisitng street lights from Umtata and King Street transported to the Municipal premises	No.	9					
<i>TOTAL CARRIED FORWARD TO "SUMMARY BILL OF QUANTITIES"</i>								

C2.2 : BILL OF QUANTITIES

Is to be in line with the Standard Specifications for JBCC Principal Building Agreement

C2.3 : SUMMARY PAGE OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL	R
B	ROADWORKS	R
C	STORMWATER DRAINAGE	R
	SUB TOTAL A: TOTAL OF PRICED ITEMS	R
	ADD 10% CONTINGENCIES TO SUB TOTAL A	R
	SUB TOTAL B: NET CONTRACT PRICE	R
	ADD 15% VAT TO SUB TOTAL B	R
	CONTRACT PRICE CARRIED FORWARD TO FORM OF OFFER	R

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date
Name Position
Tenderer

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/20/21-22

SUPPLY AND INSTALLATION OF THE LED STREETLIGHTS ALONG MTHATHA STREET

SCOPE OF WORK
PART 1

**DETAILED PROJECT SPECIFICATION
CONTENTS**

ITEM	DESCRIPTION	PAGE
PART 1A – GENERAL PROJECT SPECIFICATIONS		
1A1	Scope of Work	1A.1
1A2	Inspection of Site	1A.1
1A3	Compliance with Regulations, Standards and Codes	1A.1
1A4	Supervision	1A.1
1A5	Samples and Alternatives	1A.2
1A6	Definitions	1A.2
1A7	Conflict between Specifications and Drawings	1A.2
1A8	Drawings	1A.2
1A9	Wiring	1A.3
1A10	Moving of Equipment	1A.3
1A11	Miscellaneous	1A.3
1A12	Operating instructions, parts lists and maintenance manuals	1A.3
1A13	Testing and commissioning	1A.3
1A14	Compulsory forms and certificates	1A.4
1A15	Measurement	1A.4
1A16	Variation orders	1A.4
1A17	Payment certificates	1A.4
PART 1B – DETAILED DESCRIPTION OF THE WORKS		
1B1	The Project	1B.1
1B2	Site conditions	1B.1
1B3	Site inspection	1B.1
1B4	Existing services	1B.1
1B5	Programme	1B.1
1B6	Scope of the Works	1B.2
1B7	Main reticulation	1B.2
1B8	Street Light Installation	1B.3-5
1B9	Trenching	1B.5
1B10	Earthing	1B.5

PART 4

PROJECT SPECIFICATION

PART 1A – GENERAL TECHNICAL SPECIFICATION

1A1 SCOPE OF WORK

1A1.1 The work covered by this contract is detailed in Part 1B of this document.

1A1.5 General

Potable water, ablutions and electricity will not be available on site.

1A2 INSPECTION OF SITE

1A2.1 **Tenderers are advised to thoroughly acquaint themselves with the nature and extent of work to be done and to make allowance for items obviously intended and necessary for the proper completion of the Works, although not specified. Claims due to lack of knowledge will not be entertained.**

1A3 COMPLIANCE WITH REGULATIONS, STANDARDS AND CODES

1A3.1 The Contractor shall arrange for the necessary inspection and testing after completion of the Works. All notices, fees, including inspection and re-inspection are the responsibility of the Contractor and all relevant costs shall be borne by him.

1A3.2 Any items not specified, but reasonably assumed to be necessary, for the completion of the Works to recognised standards of workmanship and practice, shall be deemed to be included in the Contract.

1A3.3 The workmanship throughout the Works shall be to the satisfaction of relevant codes of practice and the Employer. Any materials or workmanship considered as faulty or incorrectly or inadequately erected or repaired shall be substituted, altered or rectified to the satisfaction of the Employer without additional costs to the Employer.

1A4 SUPERVISION

1A4.1 The work shall at all times, for the duration of the contract, be carried out under the supervision of a competent representative of the Contractor. This person shall be an Accredited Person registered in terms of the Occupational Health and Safety Act N0. 85 of 1993. He shall be experienced and competent in all aspects of the work detailed hereunder.

1A4.2 The representative of the Contractor shall be able and authorised to receive and carry out instructions on behalf of the Contractor.

1A5 SAMPLES AND ALTERNATIVES

- 1A5.1 The preferred manufacturer / makers of equipment and / or material are as described in either the Project Specification, the Standard Technical Specifications or as listed in the Schedule of Quantities and/or Schedule of Works.
- 1A5.2 The Employer reserves the right to specify the equipment and / or materials utilised in the Works. No alternatives to equipment and / or materials are to be used except after written approval is obtained from the Employer or his Representative.

1A6 DEFINITIONS

- 1A6.1 Supply To purchase or procure and delivery complete with all necessary and additional specified accessories to site
- 1A6.2 Erect To place or mount and fix in position
- 1A6.3 Install To erect, connect and commission, complete with related accessories.
- 1A6.4 Indicated shown, Noted As indicated or shown on drawings.
- 1A6.5 Approved, Alternative Approved in writing by the Engineer
- 1A6.6 Similar, Equal Equal or better in efficiency of performance and compatibility
- 1A6.7 Contractor Shall mean the contractor responsible for the Works described herein

1A7 MISUNDERSTANDING OF SPECIFICATION

- 1A7.1 Should there be misunderstanding in the Specification, the sections shall be considered in the following order of priority
- 1A7.1.1 Project Specification
- 1A7.1.2 Standard Technical Specifications
- 1A7.2 Should the Contractor note an inconsistency in the Specifications, he shall be responsible for notifying the Project Manager and obtaining clarification or instructions prior to ordering or installing equipment.

1A8 DRAWINGS

- 1A8.1 Tender drawings are not issued with this document.
- 1A8.2 Drawings not applicable.

1A9 WIRING

1A9.1 All wiring shall have copper conductors

1A9.2 All cabling in open wireways shall be fitted with identifying cable tags to distinguish the different communications systems from each other.

1A10 MOVING OF EQUIPMENT

1A10.1 The Contractor shall investigate each space through which equipment must be moved. Where necessary, equipment shall be shipped in sections of size suitable for moving through spaces available.

1A11 MISCELLANEOUS

1A11.1 Labels

1A11.1.1 Labels shall be installed as required in terms of the relevant codes of practice and as further specified in this document.

1A11.1.2 All labels shall be in English. All labels shall be of ivory or plastic. Capital letters in black and on a white background shall be a minimum of 8mm in height. Labels shall preferably be riveted in place.

1A11.2 Screws

1A11.2.1 All cover plate screws are to be chromium plated, unless otherwise stated.

1A11.3 Danger Notices

1A11.3.1 The Contractor shall supply and install all danger and safety notices in terms of the relevant regulations. Danger notices shall preferably be riveted in place.

1A12 OPERATING INSTRUCTIONS, PARTS LISTS AND MAINTENANCE MANUALS

1A12.1 The Contractor shall supply, after approval by the Project manager, three (3) bound sets of operating instructions, parts lists, maintenance manuals.

1A12.2 The Contract will not be accepted as complete until these have been supplied.

1A13 TESTING AND COMMISSIONING

1A13.1 The Contractor shall carry out all tests required in terms of the relevant Acts, SABS Codes of Practice and Local Authority requirements.

- 1A13.2 The Contractor shall provide all the equipment and apparatus required for the purpose of carrying out all necessary tests.
- 1A13.3 If any part of the Works fails the test, the Contractor shall be responsible for rectifying, at his own cost, the defective Works and the re-testing thereof to ensure compliance.
- 1A13.4 The Works shall be deemed to be practically complete when all tests, commissioning and inspecting, have been approved by the Project Manager, and a Completion Advice Notice or other relevant completion notice is issued.

1A14 COMPULSORY FORMS AND CERTIFICATES

- 1A14.1 The Contractor shall submit the necessary commencement, compliance and completion forms for the installation as required in terms of the OHS Act, as amended and the relevant Supply Authorities.
- 1A14.2 The Contractor shall provide a "Letter of Good Standing" from the Workman's Compensation Council.

1A15 MEASUREMENT

- 1A15.1 At no time is the Contractor to or make any assumptions regarding dimensions. If in doubt, the Contractor is to obtain clarification from the Project Manager.

1A16 VARIATION ORDERS

- 1A16.1 Variations shall be ordered and processed in one of the following ways:
1. Issue of a revised scope of works.
 2. By site instruction of the Project Manager or his representative
 3. By Programme Manager instruction (if applicable)
- The Contractor shall ensure that the above procedures have been followed prior to carrying out any work. Failure to comply may invalidate any claim for work done.
- 1A16.2 Unless otherwise agreed with the Project Manager, all claims for variations shall be approved prior to proceeding with any work. The Contractor shall submit variation claims for approval at intervals of not less than 1 month.
- 1A16.3 The Contractor shall only include the value of approved variation orders in any payment claim or invoice. Variations which have not been approved will be deducted from the claim in question.

1A17 PAYMENT CERTIFICATES

- 1A17.1 The Contractor shall be entitled to submit once off or monthly payment claims to the Institution. At the same time, a copy of the claim shall be submitted to the Project Manager for checking and approval.
- 1A17.2 The payment claim shall be set out in accordance with the Price Schedule.

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/20/21-22

**SUPPLY AND INSTALLATION OF 20 LED STREETLIGHTS ALONG MTHATHA AND
KING STREET**

**SCOPE OF WORK
PART 1 B**

DETAILED DESCRIPTION OF THE WORKS

1B1 THE PROJECT

1B1.1 The work covered in this contract includes for the supply, installation, testing, commissioning, and the twelve month guarantee (with free maintenance during the guarantee period) for street lighting to the main road to Mthatha and King Street, Butterworth as further detailed below.

1B2 SITE CONDITIONS

1B2.1 Location

Mthatha Street is in Butterworth in the Mquma Local Municipality approximately 105 kilometres north of East London.

1B2.2 Access

Access to this site is via tarred roads.

1B2.3 General

This contract shall be a main contract.

The Contractor's staff are **NOT** to interfere in any way with other site staff.

1B3 SITE INSPECTION

1B3.1 **A compulsory site inspection will be held as described in the tender advertisement. Tenderers must familiarise themselves with the site conditions, the scope of work and the requirements of the project. Prices shall be based on the specification and site determination of the work. No additional payments shall be considered for lack of knowledge in this regard.**

1B4 EXISTING SERVICES

1B4.1 Eskom are the Supply Authority. The Contractor will be required to liaise with this Authority for any shut downs and connections required.

1B4.2 The supply for the street lighting on the main road will be taken from existing supply.

1B5 PROGRAMME

1B5.1 The Contractor shall submit a final programme for the Works within 14 days of receipt of the Letter of Acceptance of Tender, and / or Letter of Commencement of Works. The programme shall be discussed and agreed with the Project Manager prior to submission

1B5.2 The proposed programme is as follows:

Award of Contract	-	
Possession of site	-	
Contract Period	-	8 weeks from possession
Contract Completion Dates	-	

1B5.3 The cost of overtime, additional labour and plant necessary for the completion of the Works in accordance with the programme shall be included in the Contractor's tender price for the Works.

No additional costs will be entertained after the award of tender for any omissions.

1B6 SCOPE OF THE WORKS

The work in this contract includes the following:

The supply and installation of cables from the points of supply to the street lights

The supply and installation of distribution kiosk including its contents for controlling the streetlights.

The supply and installation of Hestia poles combination (continuous curve) complete with reticulation and LED light fittings

The supply and installation of the White 9 m Steel Curve pole with double spigot (spigot for road and colour spigot for pedestrian) with 2.5 m stubby base.

Breaking and reinstate tar and pavement.

The supply and installation of sleeve pipes.

- ♣ **The supply and installation of the Streetlight Brackets adaptor.**
- ♣ **Earthling of the systems**
- ♣ **The commissioning of the installation**
- ♣ **Trenching, sleeves, excavations and backfilling**

- ♣ **Removal of the unwanted/ old existing street lights from King and Umtata Streets transported to Municipal premises.**
- ♣ **Provision of operating and Maintenance Manuals**
- ♣ **Provision of Certificates of Compliance**
- ♣ **12 months guarantee of the new installation with free maintenance during the defects liability period**
- ♣ **All other materials, equipment, labour and services necessary for the complete, safe and efficient operation of the Works, in full accordance with the specifications as laid down in this document and the Occupational Health and Safety Act.**

1B7 MAIN RETICULATION

- ♣ The Contractor shall supply and install 16 mm² 4 Core PVC SWA PVC cable between the supply point to the streetlights.
- ♣ The Contractor shall supply and install a low voltage 3CR12 Distribution board. These freestanding kiosks are the standard design known to many as the “stubby”, these reticulation kiosks are typically fitted with the incoming Busbar assembly on the one side of the kiosk and the Distribution MCBs on the other. The standard format is a front and back sliding door that slides out upwards after the flat or pitched roof has been unlocked. The unit can be fitted with either a gland plate or unistrut for cable termination. All kiosks are fully ventilated and vermin proofed with an IP rating of IP55. This kiosk is designed to be planted up to 600mm into the ground but a plinth mount version is also available.
- ♣ All construction work will be strictly checked for quality of workmanship and the Contractor will be required to repair or replace at his expense any work that is not to the satisfaction of the Project Manager.
- ♣ The Contractor shall supply and construct a new overhead line with 16mm² aerial bundled conductor (ABC) (2 x 16 XLPE Conductors) and 10m poles.
- ♣ The Contractor shall supply and install suspension clamps and dead ends are to be mounted on hot dip galvanised M10 pigtail bolts.
- ♣ All Hardware shall be equal to that specified, changes will only be entertained on written approval from the Project Manager.
- ♣ All underground sleeves shall be 110 mm “Kabelflex” and only with approved connectors.
- ♣ Earthing to be 8 gauge solid copper earth to neutral at start and end of each run made off into 1.2 metre earth spike and is dependant on the Earthing system at each installation. This is to be confirmed with the supply authority at each installation. All earthing shall be installed in terms of the relevant SABS Standards.

1B8 STREET LIGHT INSTALLATION

1B8.1 General

All Materials and Construction work shall comply with the following Standards.

- ♣ The Streetlight Brackets adaptor required should be reduce for the nonstandard street pole, Hot Dip Galvanised mild steel with a 54 mm bracket adapt ID to 43 mm OD.
- ♣ Connections between the LED streetlight luminaire and the bundle conductor shall be by means of single core UV stabilised 2.5-mm² red and black solid PVC wire connected to the luminaire through a black compression gland mounted into the streetlight bracket adaptor and by means of insulation piercing connector. The connecting wires are to be neatly installed through a short galvanised pipe saddled to the pole. Any loose wires are to be neatly coiled to form drip loops.

1B8.2 Street Lights

Streetlights shall conform to the following minimum requirements.

BEKA LEDLume-Midi 48 LED /108W White LED Street light with its contents (Optional levelling spigot adaptor: Ø42mm spigots)

BEKA LEDLume-Midi 48 LED /144W White LED Street light with its contents (Optional levelling spigot adaptor: Ø42mm spigots).

BEKA LEDLume-Midi 48 LED / 76W Green Output LED Streetlight Luminaire painted white.

BEKA LEDLUME-Midi 48 LED / 76W Red Output LED Streetlight Luminaire painted white.

BEKA LEDLUME-Midi 48 LED / 76W Blue Output LED Streetlight Luminaire painted white

BEKA LEDLUME-Midi 48 LED / 76W Orange Output LED Streetlight Luminaire painted white

The IP ratings shall be certified by SANS test reports copies of which shall be supplied on request.

The housing shall be robustly constructed, weatherproof, hail proof, corrosion proof and vandal resistant.

The power supply is automatically disengaged when opening the Luminaire.

Supply is suitable for operation with a 198-264V 50Hz single-phase system. (DC versions are available). The power factor is rated at ≥0,95. The efficiency is rated 89%.

The luminaire consists of an LED engine, power supply and spigot compartment. This allows the easy installation of the LED engine by means of a hinging action onto a spigot base casting.

The luminaire housing is manufactured of marine-grade aluminum.

The protector is manufactured from high-impact clear flat glass or polycarbonate.

Secured by stainless steel latches and access screw.

To maximize the reliability of the LEDs, the photometrical engine is completely sealed to IP 66. This ensures that the photometric performance is maintained over time.

The luminaire shall be able to be supplied with the following:

- ♣ A plug-in type daylight switch installed via a Nema socket located above the gear compartment of the luminaire
- ♣ Surge protection 10kV/10kA Optional: 20kV/20kAOptional.
- ♣ Electronic temperature monitoring prevents overheating of LEDs and power supply.
- ♣ Each LED is equipped with a lens to provide the desired light distribution.
- ♣ Secured by stainless steel latches and access screw

1B8.3 9/10 m Steel Curve poles with double Spigot

The Steel Curve poles ensemble is available with either a double spigot =. This configuration is also a good solution for lighting urban streets and pedestrian zones. LED lumen luminaires on curved 10-meter mounting height steel poles. The Steel Curve poles is comprised of a cylindrical lighting column made of galvanized and thermo-coated steel on which is mounted a bracket with an aluminum tie rod.

The pole-luminaire combination shall be of extraordinary design, however timeless in its features.

The existing mounting positions shall be used, to prevent the re-reticulation of the road.

The lighting levels shall be in accordance with the lighting levels, as required for Class A2 Roads, as per SANS Code: SANS 10090: Lighting of Public Thoroughfares.

It shall be suitable to attach Christmas Decorations over the festive season. Hence the mechanical design shall be suited for this task.

The materials shall be suited for this harsh coastal environment, and all efforts must be made to make these columns and luminaires as maintenance free as possible.

The system shall be able to operate as energy efficiently as possible.

All Poles are to be BEKA Hestia Street poles to specification as described. LED Lume offers an economical lighting solution based on state-of-the-art LED technology. This luminaire is available in two sizes – Mini and Midi – with different power versions all characterized by low energy consumption for high-quality photometric performance.

The power factor is rated at ≥ 0.95 .

1B8.4 Design Parameters

The street lighting required shall be designed to a minimum of a Class A2 road and shall conform to the following minimum standards.

- a) Lane Width = 2 x 3 m
- b) Pavement Width = 2 x 2 m
- c) Minimum Illuminance = 0.9 Lux
- d) Maximum Illuminance = 11.5 Lux
- e) Minimum average illumination = 4.5 Lux
- f) $U_0 = 20\%$
- g) $U_g = 8\%$

1B9 TRENCHING

The Electrical Contractor shall be responsible for all trenching, backfilling, warning tape and cable markers.

- ♣ Cables shall be laid at a minimum depth of 600mm below ground level on a compacted layer of stone free material.
- ♣ Trenches shall be backfilled in 100-150mm layers of acceptable quality stone free soil to achieve a minimum compaction of 92-95% modashto. Test results shall be submitted for approval.
- ♣ Warning tape shall be laid approximately 300mm above the cable.
- ♣ Cable markers shall be installed at each change of direction and at either side of each road crossing.
- ♣ All road crossings are to be done by a Civil Contractor. A provisional sum has been allowed in the Electrical Contract for this activity. The Electrical Contractor shall liaise with the Civil Contractor to ensure the timeous installation of the road crossings.

1B10 EARTHING

1B10.1 All earthing of the electrical system shall be done in accordance with the relevant regulations. All earth wire, earth mats and earth spikes shall be included in the installation price.

SPECIFICATION OH: OCCUPATIONAL HEALTH & SAFETY

1.	Scope	15
2.	INTERPRETATIONS	15
3.	DEFINITIONS	15
4.	GENERAL PROVISIONS	15
4.1	General	15
4.2	Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COID Act)	16
4.4	Health and Safety Plan	18
4.5	Training	19
5.	REQUIREMENTS	20
5.1	Materials	20
5.1.1	Hazardous Substances	20
5.1.2	Storage, Stacking and Use	20
5.2	Plant	21
5.2.1	General	21
5.2.2	Personal Protective Equipment (PPE) and Clothing	21
5.2.3	Construction Vehicles and Mobile Plant	21
5.2.4	Formwork, Scaffolding and Support Work	22
5.2.5	Radioactive Sources	22
5.2.6	Lifting Machinery and Tackle	22
5.2.7	Ladders and Ladder work	22
5.2.8	Explosive Power Tools	23
5.2.9	Other Items of Plant	23
6	SITE ESTABLISHMENT AND MANAGEMENT	23
6.1	Construction Safety Officer and other appointments	23
6.2	Safety of the general public	23
6.3	Barricading etc	24
6.4	Signage	24
6.5	Access to the site	24
6.6	Wayleaves, permissions and permits	24
6.7	Reporting of infringements, improvements and incidents	24
6.8	Works committee	24
6.9	Outbreak of illness	25
6.10	First aid	25
6.11	Lighting and power circuits (site camp)	25
6.12	Notification of construction work	25
6.13	Health and safety documentation	26
7	SPECIFIC ASPECTS OF CONSTRUCTION	26
7.1	Fall protection (this includes the risk of falling into an excavation)	26
7.2	Structures	28

7.3	Excavation work (note the possibility of unmarked hidden services).....	28
7.4	Demolition work.....	28
7.5	Electrical installations and machinery	29
7.6	Water environments	29
7.7	Housekeeping	29
7.8	Fire precautions.....	29
7.9	Welfare provisions.....	29
7.10	Small diameter shafts and test pits	29
8	AUDITS BY THE EMPLOYER	29
9	VARIATIONS	30
10	TESTING.....	30
10.1	Fall protection	30
10.2	Boatswain's chair	30
11.	MEASUREMENT AND PAYMENT	30
11.1	Basic principles	30
11.2	Scheduled items.....	30
11.2.1	General safety obligations	30
11.2.2	Risk assessment.....	31
11.2.3	Health and safety plan	31
11.2.4	Construction Safety Officer and other appointments.....	31
11.2.5	Training	31
11.2.6	Medical assessment of employees.....	32

SPECIFICATION OH: OCCUPATIONAL HEALTH & SAFETY

1. SCOPE

This Specification covers the health and safety aspects required of, and that shall be implemented during the construction and/or demolition work and/or plant installation specified in the Project Specification and standard specifications, shown on the drawings and/or scheduled in the Schedule of Quantities. It covers temporary and permanent work.

This Specification does not replace, take precedence over nor detract from the Occupational Health and Safety Act or its Construction Regulations, 2014, but is a supplementary specification as required in terms of the Regulations. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable. The Principal Contractor will remain responsible to fully address the full Construction Regulations in his Health and Safety Plan and in his implementation thereof.

2. INTERPRETATIONS

The following supporting specifications shall apply:

- SANS 1200 A, AA, AD and AH
- Occupational Health and Safety Act (Act No. 85 of 1993)
- Construction Regulations, 2014

The following specification may be required:

- SANS 1200 D
- SANS 1200 DM
- SANS 1200 DB

3. DEFINITIONS

For the purpose of this Specification the definitions and abbreviations given in the applicable of the specifications listed in 2.1, the definitions given in the Construction Regulations and the following definitions and abbreviations shall apply:

H&S: Health and Safety
OHS: Occupational Health and Safety
OHSA: Occupational Health and Safety Act, 1993
CR: Construction Regulations, 2014 of the OHS Act (Act No. 85 of 1993)
PPE: Personal Protective Equipment

4. GENERAL PROVISIONS

4.1 GENERAL

All the work included in this Contract shall, for the purpose of complying with the OHS Act and the Construction Regulations, be deemed to be “construction work”.

In complying with the OHS Act and its Construction Regulations, the Contractor shall consider all aspects of the Works, necessary temporary work, such as traffic accommodation, and conditions existing on site, such as utility services, ground and foundation conditions, surrounding land use, pedestrian and vehicular traffic and anticipated weather conditions, and take into account the construction methods and materials to be used.

The Contractor shall take full responsibility for the prevention of unhealthy or unsafe working conditions and practices and for the promotion of a healthy and safe site and healthy and safe working practices on site.

The Contractor shall be responsible for the health and safety aspects of his subcontractors and shall have the responsibilities and carry out the duties towards his subcontractors that the Employer has towards the Contractor.

With a few exceptions, the Standard Specifications and the Project Specification are “end result specifications” and not “method specifications”. As the methods of construction to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in these documents. The Contractor shall apply all relevant safety regulations and requirements to the work methods he chooses and materials to be used.

The failure or refusal of the Contractor to comply with safety requirements or to take the necessary precautions for the health and safety of its employees and others on site as required by statutory authorities or as ordered by the Engineer, shall be sufficient cause for the reduction of payment of the relevant scheduled item and/or the suspension of payments under this Contract and/or for the Engineer to order a temporary halt of work within the affected areas until the specified or ordered requirement have been complied with to the satisfaction of the Engineer. No extension of time will be granted and any costs associated with such halt in construction or the provision of required or necessary precautions ordered by the Engineer shall be to the Contractor’s expense.

4.2 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT 130 OF 1993 (COID ACT)

The Principal Contractor shall submit to the Municipality or its Agent, within 14 days from receipt of the Letter of acceptance from the Municipality, proof of registration as an employer, with the Department of Labour.

The methods set out in these statements shall be implemented on site.

Such method statements shall be available on site.

4.3 Risk Assessment

As far as is reasonably practicable, ergonomic-related hazards as well as environmental requirements shall be addressed in the risk assessment.

The Contractor’s risk assessment shall be readily accessible to all persons on the Site at all times.

The Contractor shall submit to the Municipality or its Agent for its approval, a health and safety plan, as stipulated in the Letter of Acceptance prior to the site being handed over to the Principal Contractor. The health and safety plan shall include a risk assessment (CR 9), and shall include the name of the competent person appointed by the Contractor to carry out the risk assessment (CR 9(1)). It shall also include the

Contractor's actions to ensure that all his Subcontractors fully comply with the Regulations, as required in the appropriate sub clauses of CR 7.

The Agent and the Contractor's construction safety officer (where such an appointment is required or exists for the project), or, where no safety officer is required nor has been appointed, the Contractor's construction supervisor shall review the risk assessment at monthly intervals. A written record of their assessment shall be placed on the Health and Safety File.

Risk assessments of all required activities shall form an integral part of the Health and Safety plan. All risk assessments shall be conducted in terms of an acceptable methodology, prior to commencement of work, according to the provisions of CR 9 and shall cover at least the following, as appropriate:

- Excavations
- Backfilling in trenches
- Identification of existing services
- Clearing of vegetation, boulders etc
- Work in the vicinity of houses or other affected parties
- Movement of Construction Vehicles
- Work with Construction Vehicles
- Confined Spaces
- Work near water (including coffer dams)
- Demolition
- Temporary earthworks and stockpiling
- Work in trafficked conditions, and the Accommodation of traffic
- Control of access of public/pedestrians to excavations
- All work near overhead power lines and underground cables
- Fuel storage
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, Vibration and ergonomic hazards.
- Night work
- Work in incremental weather (note the temperatures expected in winter)

The above list is by no means exhaustive and should not be limited to these activities, but must cover all activities that forms part of the said construction work. Each activity must be split down to individual task and all associated hazards identified and listed in the risk assessment. This ensures that critical tasks and subsequent critical hazards are not missed.

Reference should be made to:

- Methodology used to do risk assessments (Frequency, Consequence, Likelihood and ratings for each)
- Expected activities and processes to be covered

- High risks anticipated

Risk assessments are to be handed to the agent prior to commencement of work.

The agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.

Risk assessments are to cover safety as well as health hazards.

The Principal Contractor shall ensure that all employees under his control are conversant with the content of the health and safety plan and shall outline to employees what role they are expected to play in ensuring health and safety on the construction site. A copy of this training material must form part of the H&S Plan as well as copies of attendance registers.

The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a competent person regarding any hazard and related work procedures before any work commences on site, and thereafter at monthly intervals. A copy of this training material must form part of the H&S Plan as well as copies of attendance registers.

4.4 HEALTH AND SAFETY PLAN

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2014 of the OHS Act, the Contractor, in his health and safety plan to be submitted in terms of the Special Conditions of Contract, shall inter alia deal with the safety provisions he will set up in respect of the aspects specified below.

After performing the risk assessment, the Contractor shall prepare the health and safety plan for approval by the Employer. The health and safety plan shall include, but not be limited to, the following:

- **Thermal Requirements as stated in Environmental Regulations for Workplaces.** No employer shall require or permit an employee to work in an environment in which the time-weighted average dry-bulb temperature taken over a period of four hours is less than 6 degrees Celsius, unless the employer takes reasonable measures to protect such employee against the cold and further takes all precautions necessary for the safety of such employee: Provided that, where outdoor work is performed, the employer shall take such measures and such precautions in an environment in which the actual dry-bulb temperature is less than 6 degrees Celsius at any time.
- The health and safety management structure including the names of all designated persons such as the Site Agent, the Construction (Health and) Safety Officer and all other specifically appointed persons, listing their knowledge, training experience and qualifications in the work for which they are appointed.
- Health and safety method statements and procedures to be adopted to mitigate, reduce or control the risks and hazards that have been identified in the risk assessment and in the Project Specification and to ensure compliance with the OHS Act. Aspects to be dealt with shall include, if applicable:
 - Control of the movement of construction vehicles;
 - The storage, transport, stacking use and disposal of materials (in particular explosives, flammable liquids and materials that give off hazardous fumes);
 - The use of tools, vehicles and plant;
 - Public vehicular and pedestrian traffic accommodation measures;
 - Security, access control and the exclusion of unauthorised persons;
 - Temporary support structures;
 - Dealing with working at height, including fall protection;
 - Excavation work including potential collapse and slipping of excavated faces;
 - Workshop activities, manufacture and maintenance work.

- The formation and operation of a health and safety committee on site;
- Medical fitness assessment of drivers and operators;
- Medical facilities and arrangements on site;
- Fire and emergency procedures;
- Commissioning and testing procedures;
- Induction and training of persons on and visiting the site;
- The provision and use of temporary services;
- Compliance with wayleaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- General housekeeping, site organisation and layouts to enhance safety;
- Other specific aspects of work such as electrical installations and machinery, tunnelling, structures and working in water environments;
- Emergency procedures (including fire precautions);
- Procedures for reporting incidents, including standard forms for this purpose;
- Provision of welfare facilities;
- The programme and format of inspections;
- Arrangements for monitoring, control and auditing to ensure compliance with the health and safety plan;
- Procedures for addressing non-compliance and remedial measures;
- A periodic review of the health and safety plan.

The Contractor shall discuss the health and safety plan with the Employer or his/her appointed Agent with respect to health and safety matters or the Engineer and amend it as necessary in order to achieve approval.

The approved health and safety plan shall be implemented and maintained on the site for the duration of construction, and shall be readily accessible to all persons at all times.

4.5 TRAINING

All employees shall be trained in the tasks they are to perform and in use of the tools they are required to use.

All operators shall be trained in the use and operation of the plant they are required to operate.

Before any work commences and thereafter at such times as may be determined in the risk assessment, the Contractor shall ensure that all his employees on site are informed, instructed and trained by a competent person regarding the risks and hazards identified in the risk assessment and their related and other work procedures.

Every employee shall carry proof of his or her health and safety induction training.

Employees required to erect, move or dismantle formwork and support work shall have been adequately trained.

5. REQUIREMENTS

5.1 MATERIALS

5.1.1 Hazardous Substances

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSs shall be followed in the event of an emergency situation.

If potentially hazardous substances are to be stored on site, the Contractor shall provide a Method Statement detailing the substances/ materials to be used, together with the storage, handling, staff training and disposal procedures of the materials.

The Contractor shall submit with his health and safety plan, method statements detailing the storage, transport, handling, use and disposal of each hazardous substance to be used or brought on to site, including copies of the Material Data Safety Sheets referred to in 4.1.1 above.

The methods set out in these statements shall be implemented on site.

Such method statements shall be available on site.

5.1.2 Storage, Stacking and Use

5.1.2.1 General

In addition to Subclause 4.2 of SANS 1200 A, a competent person shall be appointed in writing with the duty of supervising all storage and stacking operations. (See also section 28 of the Construction Regulations).

5.1.2.3 Fuel and Oil

The Contractor shall demarcate bulk fuel storage and refuelling areas and provide adequate security and control.

5.1.2.4 Asbestos

The Principal Contractor shall ensure that all asbestos work is done only by registered "Asbestos Contractor" as prescribed by the Asbestos Regulations, 2002. The Principal Contractor shall submit an Asbestos Certificate from the Department of Labour which refers to the prescribed requirements. The Principal Contractor shall notify the Municipality or its Agent, if there are any asbestos materials to be used on site. Note: **There is a possibility of AC cement abandoned water pipes.**

5.2 PLANT

5.2.1 General

“Construction Plant” encompasses all types of plant including, but not limited to, excavators, road-building machines, pavers, compressors, pumps, generators, welding plants, cranes and road vehicles.

The Contractor shall ensure that all such plant complies with the requirements of the OHSA. The Contractor shall inspect and keep records of inspections of plant and equipment used on site. Only authorised persons are to operate plant and machinery, under proper supervision. Appropriate safety equipment and clothing shall be provided for the operators and maintained in good condition at all times.

The Contractor shall ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHSA. The Contractor shall ensure that operators hired with machinery undergo a health and safety induction talk, and that they are issued with the necessary PPE and clothing. The relevant appointment letters as well as copies of the intended inspection registers must form part of the H&S Plan.

5.2.2 Personal Protective Equipment (PPE) and Clothing

Where appropriate, employees and visitors shall be provided free with the necessary and recommended protective clothing and equipment.

The Contractor shall ensure that all workers are issued with, and wear, Hard Hats, Steel-Toe Safety Shoes and Overalls. The Contractor shall make provision for, and keep adequate quantities of, SABS-approved PPE or clothing on site at all times. The Contractor shall clearly outline the procedures to be followed when PPE or Clothing is:

- Lost or Stolen
- Worn Out or Damaged

This procedure must be included in the H&S Plan as well as a copy of the register for issuing PPE.

5.2.3 Construction Vehicles and Mobile Plant

Construction vehicles and mobile plant shall be equipped with an electrically operated acoustic signalling device and a reversing alarm.

A competent person shall be appointed to inspect, on a daily basis, prior to use, construction vehicles and mobile plant and shall record the findings of such inspections in a register.

The Contractor shall ensure that:

- i. no person rides on any construction vehicle or mobile plant other than in a safe place provided thereon for that purpose;
- ii. Operators and drivers follow demarcated routes and contain their operations within demarcated operating areas.

Refer to the provisions of CR 23

5.2.4 Formwork, Scaffolding and Support Work

The Contractor shall submit as part of his H&S Plan, the appointment letter of the competent person(s) appointed to supervise all formwork operations in terms of CR 17 and all scaffolding operations, in terms of CR 16. The Contractor shall ensure that all scaffolding, formwork and support work, including freestanding scaffolding, complies with the requirements of the General Safety Regulations and CR 17 and CR 16 of the Construction Regulations. A copy of the intended daily inspection register must also be submitted as part of the H&S Plan.

A competent person(s) shall be appointed in writing to the duty of supervising all formwork, scaffolding and support work operations. All formwork, scaffolding and support work structures shall be adequately designed, erected, supported, braced and maintained so as to support the loads they are to carry.

Formwork, scaffolding and support work equipment shall be examined and checked before use by the aforesaid competent person(s).

Refer to the provisions of CR 16; CR 17; CR 10

5.2.5 Radioactive Sources

The use, care and storage of radioactive materials such as in nucleonic density testing machines shall conform to the requirements of the Hazardous Substances Act No. 15 of 1995 and its regulations. Such devices, except while being actively used by the operator, shall be safely secured.

5.2.6 Lifting Machinery and Tackle

The Principal Contractor shall ensure that lifting machinery and tackle is inspected before use and monthly. The Principal Contractor shall appoint a competent person, in writing, to supervise all lifting operations. The competent person shall ensure that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Regular inspections and servicing of lifting equipment is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads, which includes a trained banksman to direct the movement and placing of loads.

The relevant appointment letters as well as copies of the intended inspection registers must form part of the H&S Plan.

5.2.7 Ladders and Ladder work

The Contractor shall ensure that all ladders and the use thereof comply with the requirements of Regulation 13 of the General Safety Regulations. Ladders shall be numbered and inspected regularly and a record of inspections maintained in the health and safety file.

Copies of the intended inspection register must form part of the H&S Plan

5.2.8 Explosive Power Tools

The Contractor shall ensure that the use and storage of all explosive powered tools is in compliance with CR 19. The Contractor shall ensure that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

Copies of the intended inspection register must form part of the H&S Plan

5.2.9 Other Items of Plant

Plant not specifically referred to above shall be inspected, operated and maintained in a manner that assures the health and safety of all persons on the site. In particular, the requirements of the Construction Regulations shall be complied with in regard to:

- Material hoists: CR 19
- Batch plants: CR 20
- Explosive powered tools: CR 21
- Cranes: CR 22

6 SITE ESTABLISHMENT AND MANAGEMENT

6.1 CONSTRUCTION SAFETY OFFICER AND OTHER APPOINTMENTS

The Contractor shall appoint a competent employee in writing as his full-time Construction Health and Safety Officer to assist in the control of all safety related aspects on the site. Where practicable, the Construction (Health and) Safety Officer shall give input into the health and safety plan. Any such input shall be recorded in the health and safety file. The Construction (Health and) Safety Officer shall carry out regular and random checks of all parts of the site where work is taking place.

The Contractor shall appoint such other competent persons to specific roles as required elsewhere in this Specification and/or the Construction Regulations.

The officer will comply with CR2017 regarding registration with SACPCMP

6.2 SAFETY OF THE GENERAL PUBLIC

The Contractor shall be responsible for the safe and easy passage of public traffic past and/or over sections of roads and the site of which he has occupation. The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the flow of pedestrian and vehicular traffic.

6.3 BARRICADING ETC

Openings and edges where there is a risk of a person falling through or off shall be adequately guarded, fenced or barricaded. (See also Subclause 5.1.1.1 of SANS 1200 D, if applicable.)

Excavations where the safety of persons may be endangered shall be adequately barricaded or fenced and shall be illuminated at night.

6.4 SIGNAGE

Routes followed by site vehicles and plant and operating areas shall be adequately signposted and demarcated.

Notices shall be conspicuously placed at all openings and edges where there is a risk of a person falling through or off same.

Warning signs shall be placed alongside exposed excavations including box cuts and in which persons are working.

6.5 ACCESS TO THE SITE

The Contractor shall ensure that access to the site is controlled and that all visitors to the site undergo health and safety induction pertaining to the hazards prevalent on the site and are provided with the necessary protective clothing and equipment.

6.6 WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall abide by the health and safety conditions imposed by any wayleaves, permissions or permits.

6.7 REPORTING OF INFRINGEMENTS, IMPROVEMENTS AND INCIDENTS

The Contractor shall establish a procedure for the reporting of health and safety infringements and suggested improvements to the Construction (Health and) Safety Officer who shall record all such infringements and suggested improvements.

All incidents shall be reported strictly in accordance with the requirements of section 24 of the OHS Act and the General Conditions of Contract.

6.8 WORKS COMMITTEE

The Contractor shall establish a health and safety works committee on site. The committee shall comprise:

- Construction (Health and) Safety Officer;
- Representatives of the contractor's supervisory staff;

- Representatives of the various categories of the Contractor's workforce elected by the workforce.

A member of the Engineer's staff, nominated by the Engineer shall be notified of meetings and shall be free to attend.

The Contractor shall ensure that no loss of pay or benefits apply to any employee elected to the committee.

The functions of the health and safety works committee shall be to, *inter alia*:

- review, consider and report on any health and safety aspect on site, including health and safety procedures and method statements with the purpose of monitoring their effectiveness or shortcomings and to recommend changes where considered necessary;
- carry out regular inspections, review results and make recommendations where necessary;
- Investigate unsafe practices.

The committee shall meet at regular intervals not exceeding one month. Minutes of the meetings shall be kept by the Contractor and copied to the Engineer within 10 days of each meeting.

6.9 OUTBREAK OF ILLNESS

In the event of any outbreak of illness of a highly contagious or epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the relevant authorities.

6.10 FIRST AID

The Contractor shall ensure that the necessary first aid facilities and emergency evacuation equipment is available on site whenever persons are working on site.

Each foreman or work crew member shall be trained in first aid and shall possess a valid certificate to that effect issued by the Red Cross Society of SA, St Johns Ambulance or equivalent, within 3 months of their appointment.

6.11 LIGHTING AND POWER CIRCUITS (SITE CAMP)

All lighting and power circuits shall be fitted with earth leakage systems. Such systems shall be tested monthly and any circuit where the earth leakage system is malfunctioning shall be repaired immediately or removed and replaced with a satisfactory unit. A COC must be supplied in the H&S file on site.

6.12 NOTIFICATION OF CONSTRUCTION WORK

Before carrying out any work the Contractor shall issue any applicable notification in terms of section 4(1) of the Construction Regulations, i.e.:

- Working at a height where there is a risk of falling;
- Include the demolition of a structure
- Excavating
- Include the use of explosives to perform construction work
- For contracts longer than 30 days or involving more than 300 person days.

6.13 HEALTH AND SAFETY DOCUMENTATION

The Contractor shall provide and maintain on site a health and safety file. The health and safety file shall be made available upon request. The health and safety file shall contain a copy of:

- the completed notification form, if applicable, in terms of 6.13 above,
- the risk assessment in terms of 4.3 above,
- the approved health and safety plan prepared in terms of 4.4 above (including that of any subcontractors),
- a record of all drawings, designs and materials used etc.

On completion of construction the file shall be handed over to the Employer.

- Where applicable, the Contractor shall maintain on site:
- a record of any input to the health and safety plan by the Construction (Health and) Safety Officer,
- a comprehensive and updated list of all subcontractors on site including a copy of their agreements and the type of work being done,
- a register of the issuing and receipt of unspent and spent cartridges,
- a register of inspection of construction vehicles and mobile plant,
- a register of excavation and shoring inspections,
- records of fitness for and training of employees working at elevated positions,
- records of structure inspections by the designer,
- a register of formwork and support work inspections,
- findings of daily inspections of construction vehicles and mobile plant,
- a register of inspections of all temporary electrical installations and machinery,
- minutes of health and safety committee meetings.

7 SPECIFIC ASPECTS OF CONSTRUCTION

7.1 FALL PROTECTION (THIS INCLUDES THE RISK OF FALLING INTO AN EXCAVATION)

For work where there is a fall risk, the Contractor shall:

- designate a competent person responsible for the preparation of a fall protection plan as part of the health and safety plan,

- employ on work at elevated positions only those who have been evaluated and shown to be physically and psychologically fit for such work,
- Erect suitable fall prevention and, if necessary, fall arrest equipment.

Refer to the provisions of CR 10

7.2 STRUCTURES

The Contractor shall take all reasonably practical steps to prevent the uncontrolled collapse of any new and existing structure, or part thereof, which may be temporarily weak or unstable due to construction work being carried out.

No structure shall be loaded in a manner that would render it unsafe. Note should be taken of existing boundary walls.

Refer to the provisions of CR 11

7.3 EXCAVATION WORK (NOTE THE POSSIBILITY OF UNMARKED HIDDEN SERVICES)

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations in terms of the provisions of the OHS Act. The Contractor may choose to batter excavations to a safe slope if sufficient space is available, or adequately shore the excavations.

A competent person shall be appointed in writing to supervise the carrying out of all excavation work.

Before excavation work begins, the Contractor shall evaluate as far as is reasonably practicable, the stability of the ground.

The Contractor shall not permit or require any person to work in an excavation that has not been adequately shored or braced or the sides of which are not sloped to at least the maximum angle of repose.

Should the Contractor consider that an excavation is in stable material and consequently no shoring is required for that excavation, he shall provide to the Engineer, in terms of Sub-regulation 13(2)(b)(ii)(aa) a written statement to that effect signed by the competent person appointed in terms of Sub-regulation 13(1).

Where the stability of an adjoining building, structure or road is likely to be affected by an excavation, the Contractor shall ensure that steps are taken to ensure the safety of the building, structure or road.

Every excavation, including all shoring and bracing, shall be inspected by the above competent person:

- a) daily, prior to each shift,
- b) after every blasting operation,
- c) after an unexpected fall of ground,
- d) after substantial damage to supports, and
- e) after rain.

The results of such inspections shall be recorded in a register.

A person who is competent in the use of explosives for excavation work, shall be appointed to develop a method statement in accordance with the applicable explosives legislation.

Refer to the provisions of CR 13

7.4 DEMOLITION WORK

A competent person shall be appointed in writing to supervise and control all demolition work.

Prior to any demolition work being carried out a detailed structural engineering survey of the structure to be demolished shall be carried out and the method of demolition shall be ascertained therefrom.

Refer to the provisions of CR 14

7.5 ELECTRICAL INSTALLATIONS AND MACHINERY

A competent person shall be appointed to and shall inspect and control all temporary electrical installations and machinery.

Refer to the provisions of CR 24

7.6 WATER ENVIRONMENTS

Where construction work is carried out close to or over water, provision shall be made for preventing employees from falling into the water and for rescuing employees in danger of drowning. Employees shall be provided with and shall wear lifejackets.

Refer to the provisions of CR 26

7.7 HOUSEKEEPING

Refer to the provisions of CR 27

7.8 FIRE PRECAUTIONS

Suitable and sufficient fire-extinguishing equipment shall be placed at strategic locations.

A competent person shall be appointed to and shall inspect at regular intervals, the fire extinguishing equipment.

A sufficient number of employees shall be trained in the use of the fire extinguishing equipment.

Where appropriate signs shall indicate fire escape routes.

Refer to the provisions of CR 29

7.9 WELFARE PROVISIONS

Refer to the provisions of CR 30

7.10 SMALL DIAMETER SHAFTS AND TEST PITS

Work in small diameter shafts and test pits shall comply with the Code of Practice: The Safety of Persons Working in Small Diameter Shafts and Test Pits for Civil Engineering Purposes, available from the South African Institution of Civil Engineers or the South African Association of Engineering Geologists.

8 AUDITS BY THE EMPLOYER

The Contractor shall permit the Employer to regularly audit, at an agreed interval, the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the required documentation, as may be required, in this regard.

As a result of such audits the Employer may order improvements to be made to the health and safety plan.

9 VARIATIONS

Should any variations be ordered or design amendments issued the Engineer will inform the Contractor of all the associated potential hazards to ensure that the health and safety aspects of the work ordered are taken into account.

10 TESTING

10.1 FALL PROTECTION

Fall protection equipment shall be tested for adequacy after erection.

10.2 BOATSWAIN'S CHAIR

Each boatswain's chair shall be performance tested immediately after it has been erected.

11. MEASUREMENT AND PAYMENT

11.1 BASIC PRINCIPLES

In addition to those aspects covered by 11.2 below, Occupational Health and Safety aspects related to particular items of work will be held to be covered by the tendered sum or rate for that work.

11.2 SCHEDULED ITEMS

11.2.1 General safety obligations

.....Unit: Sum

Compliance with the general health and safety obligations will be measured and paid by the sum. This item may be scheduled as a fixed charge item and a time-related item.

The tendered sum(s) shall cover the cost, not included under the scheduled work items (see 11.1) nor under 11.2.2 to 11.2.6 below, of establishing and maintaining, on an on-going basis, the general health safety systems and general compliance with the Act and its construction regulations.

11.2.2 Risk assessment

.....Unit: Sum

Risk assessment will be measured and paid by the sum. This work may be scheduled as a fixed-charge item only.

The tendered sum shall cover the cost of carrying out a risk assessment required at the start of the Contract and any subsequent risk assessment that is proved necessary as the work proceeds and the inclusion thereof in the health and safety plan.

11.2.3 Health and safety plan

.....Unit: Sum

The health and safety plan will be measured and paid by the sum. This item may be scheduled as a fixed-charge item and a time-related item.

The tendered sums shall cover the Contractor's cost of the preparation, approval process, maintenance and implementation of an approved health and safety.

11.2.4 Construction Safety Officer and other appointments

.....Unit: Sum

The Construction (Health and) Safety Officer and other appointments will be measured and paid by the sum. This item may be scheduled as a time-related item only.

The tendered sum shall cover the cost of the provision of a Construction (Health and) Safety Officer and such other appointments of competent persons as required on the site in terms of the Act.

Note that a safety officer must comply with CR 2017

11.2.5 Training

.....Unit: Sum

Training, as required by the Construction Regulations will be measured and paid by the sum. Training may be scheduled as a fixed-charge item only and may, through sub items, distinguish between the various aspects of training.

The tendered sum/s shall cover the cost of the required training.

11.2.6 Medical assessment of employees

.....Unit: Sum

Medical assessment of employees will be measured and paid by the sum. This work may be scheduled as a fixed-charge item only.

The tendered sum shall cover the cost of having the Contractor's employees medically assessed with regard to their medical fitness for the work they will be required to perform and/or vehicles or plant they are required to operate and the provision of the appropriate certificate.

PART C4: SITE INFORMATION

MNQUMA LOCAL MUNICIPALITY

TENDER NO. MNQ/SCM/20/21-22

SUPPLY AND INSTALLATION OF 20 LED STREETLIGHTS ALONG MTHATHA AND KING STREET

PART 4 (OF 4) : SITE INFORMATION

C4.4 ATMOSPHERIC & ENVIRONMENTAL CRITERIA

C4.5 GEOLOGICAL REPORT

C4.4 ATMOSPHERIC & ENVIRONMENTAL CRITERIA

Butterworth normally receives about 596mm of rain per year, with most rainfall occurring mainly during summer. The chart below (lower left) shows the average rainfall values for Butterworth (nearest town to Centane) per month. It receives the lowest rainfall (8mm) in June and the highest (89mm) in March. The monthly distribution of average daily maximum temperatures (centre chart below) shows that the average midday temperatures for Butterworth range from 19.2°C in July to 25.6°C in February. The region is the coldest during July when the mercury drops to 6.2°C on average during the night. Consult the chart below (lower right) for an indication of the monthly variation of average minimum daily temperatures.

