

NKOMAZI LOCAL MUNICIPALITY



BID NO: NKO:82/2023

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE TO RETICULATE 174 HOUSEHOLDS AT TONGA

Issued By:	Prepared By:
Nkomazi Local Municipality Private Bag X101 Malelane 1300 Contact: Name Mr Jabulani Sifunda Mr. Zitha Mabandla Telephone (013) 790 0245	Nkomazi Local Municipality Private Bag X101 Malelane 1300 Contact: Name: Mr Zitha Mabandla Telephone : (013)790 0245 Email: mabandla.zitha@nkomazi.gov.za
Tenderer	
.....	
.....	
Total of the prices inclusive of value added tax: R	

CIDB GRADING CLASS 4EP/EB or higher

TENDER DOCUMENT

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**BID NO: NKO:82/2023: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING ELECTRICAL
INFRASTRUCTURE TO RETICULATE 174 HOUSEHOLDS AT TONGA**

The Nkomazi Local Municipality invites interested parties with grade 4EB/EP or higher to bid for the electrification of 174 households for Nkomazi Local Municipality in Tonga. Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 530.00** on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **27/10/2023** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

A non-compulsory tenderer briefing session will be held on **10/11/2023 at 10h00** at the Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle. It is advisable that Service Providers do attend the briefing session for explanation and clarity purposes. Bidders are advised not to commit fraudulent activities or forge document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004.

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 27/11/2023** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mr. M Zitha at 013 790 245, between 07H15 – 16H00 on working weekdays.


XT MABILA
MUNICIPAL MANAGER

23.10.2023
Date

**PART A:
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKOMAZI LOCAL MUNICIPALITY

BID NUMBER:	BID NO: NKO:82/2023	CLOSING DATE:	27/ 11/ 2023	CLOSING TIME:	12:00AM
DESCRIPTION	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE TO RETICULATE 174 HOUSEHOLDS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT (STREET ADDRESS)

NKOMAZI LOCAL MUNICIPALITY, 9 PARK STREET, MALELANE, 1320

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
	☐	NAME:			

PREFERENCE POINTS IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 WILL APPLY

	☐ Yes ☐ No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]
			
SIGNATURE OF BIDDER	...	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	R

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Unit	DEPARTMENT	Project Management Unit
CONTACT PERSON	R Mabuza	CONTACT PERSON	Mr Zitha Mabandla
TELEPHONE NUMBER	(013) 790 0386	TELEPHONE NUMBER	(013) 790 0245
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	richard.mabuza@nkomazi.gov.za	E-MAIL ADDRESS	mabandla.zitha@nkomazi.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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. 1.6. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID										
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 TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 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										
<table style="width: 100%; border: none;"> <tr> <td style="width: 80%; padding: 5px;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 20%; padding: 5px; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td style="padding: 5px;">3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="padding: 5px; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td style="padding: 5px;">3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="padding: 5px; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td style="padding: 5px;">3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="padding: 5px; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td style="padding: 5px;">3.5. IS THE BIDDER LIABLE IN THE RSA FOR ANY FORM OF TAXATION</td> <td style="padding: 5px; text-align: right;">☐ YES ☐ NO</td> </tr> </table>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE BIDDER LIABLE IN THE RSA FOR ANY FORM OF TAXATION	☐ YES ☐ NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE BIDDER 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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**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:

T1.2 TENDER SUBMISSION, TERMS AND CONDITIONS

General

- Bids must be in South African rands, fixed price basis including VAT;
- The Nkomazi Local Municipality reserves the right to call interviews with short-listed bidder before final selection;
- The Nkomazi Local Municipality reserves the right to negotiate price with preferred bidder in terms of Clause F.1.6.2;
- Bidders must provide details of physical address and contact numbers to enable the Nkomazi Local Municipality to assess the ability of the bidder to deliver on the submission made;
- A bidder must submit a comprehensive tender and cannot tender for portions of the scope;
- The Nkomazi Local Municipality is not compelled to accept the lowest price offer or any other tender.

Bid Instructions

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. Nkomazi Local Municipality require as a condition of the bid that the compulsory explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
11. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, no bid will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid.
12. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
13. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
14. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council.

The following conditions must be complied with:

Failure to comply with the following will render the tenderer liable to rejection:

- All pages must be completed, and all page's form part of the tender document, therefore no page removal is allowed.
- Scratching out / painting over rates / use of correcting fluid is not allowed.
- Failure to attend compulsory site inspections / compulsory briefing sessions in case is required.
- Failure to submit documents required in this document
- Form of tender not filled and signed and all pages of bid documents not initiated.
- Enterprise particulars not provided.
- The bid has been submitted after the closing date and time.
- Failure to initial or sign all Pages of the Tender documents

Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate

- Attach Copy of SARS Tax Pin or tax clearance certificate
- Copy of Central Supplier Database Registration Report
- Certified copy of Company Registration (CK)
- Certified copy of ID's for all the company directors
- JV agreements must be completely signed by both companies
- All declarations and authorisations must be duly signed.
- All returnable schedules must be completed
- Certified copy of proof of payment for Municipal rates and taxes or letter from the municipality that indicate that your business is situated in an area in which it does not bill. If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.
- Copy of Authority for signatory (Must be in the company letter head)
- Certified Copy of CIDB grading
- Complete the form of offer

NB: Certified copies of documentation must not be older than three months to be regarded as valid.

Copies of "certified copies" will not be acceptable as true copies of original documents. Failure to adhere will lead to immediate disqualification.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Nkomazi Local Municipality, be cancelled at the sole discretion of Nkomazi Local Municipality

T1.4 RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents and submit with the complete tender document.

DOCUMENT REF.	DESCRIPTION	ACTION
RETURNABLE SCHEDULES AND CERTIFICATES		
A	Proof of Registration on the National Treasury Centralised Supplier Database (CSD)	Attach
B	Proof of tax compliance status and a valid SARS PIN	Complete/ Attach
C	Bank Rating Letter	Complete/ Attach
D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS	Complete/ Attach
FAILURE TO SUBMIT/FULLY COMPLETE THE BELOW DOCUMENTS WILL RENDER THE TENDER SUBMISSION NON-RESPONSIVE (COMPULSORY RETURNABLES)		
E	Certificate of Attendance at a Tender Site Meeting In case Required	Complete
F	Record of Addenda to Tender Documents (If applicable)	Complete
G	Amendments, Qualifications and Alternatives (If applicable)	Attach
H	Certificate of Authority for Signature	Complete
I	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)	Attach
J	Fully Completed MBD Forms:	Complete
K	Municipal Declaration	Complete
INFORMATION REQUIRED FOR EVALUATION PURPOSES		
L	Key Personnel	Attach
M	Qualifications and Relevant Experience of the Contracts Manager/ Site Agent (Curriculum Vitae Format)	Attach
N	Qualifications and Relevant Experience of the Foreman (Curriculum Vitae Format)	Attach
O	Relevant Experience of the Safety Officer (Curriculum Vitae Format)	Attach
P	Relevant Experience of the Plant Operator (Curriculum Vitae Format)	Attach
Q	Summary of Tendering Firms Experience (Similar Work and Environment)	Attach
R	Provisional Programme	Attach

DOCUMENT REF.	DESCRIPTION	ACTION
S	Schedule of Plant and Equipment/Letter of Intent to Hire	Attach
T	Occupational Health & Safety Plan	Attach
U	Certified CIDB Grading Certificate	Attach

T1.5 TENDER DATA

1.5.1 GENERAL

The Conditions of Tender reproduced are the Standard Conditions of Tender as contained in Annex F of SANS 294 – Construction Procurement Processes, Methods and Procedures which contain references to the Tender Data for details that apply specifically to this tender.

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

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

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

1.5.2 TENDER DATA APPLICABLE TO THIS TENDER**F.1.1** The Employer for this Contract is: **NKOMAZI LOCAL MUNICIPALITY****F.1.2 Tender Documents****(a) The Tender Document** consists of the following:**TENDER****T1: Tendering Procedures**

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents

T2.2: Returnable schedules and forms

CONTRACT**Part 1: Agreements and Contract Data**

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

Part 2: Pricing Data

C2.1: Pricing Instructions

C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Site Information

C4: Site information

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 The Employer's Agent is:

Name : **Hoxana Consulting Engineers**
Address : 45 Marloth Street, Nelspruit, 1200
Telephone : (065) 964 5394
Fax : (086) 663 1259

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

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

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) the contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer who cannot demonstrate that he possesses the necessary technical qualifications and competencies, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
TENDERERS TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HEREWITH WILL NOT BE CONSIDERED ELIGIBLE.
- (f) The Tenderer who cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

F.2.7 Site visit and clarification meeting

The arrangements for the optional site inspection visit and clarification meeting are as follows:

Location: Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle

Date : 10/11/2023

Starting time: 10: 00AM

F.2.12 Alternative tenders

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

(a) Individual items

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form G: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

Where a Tenderer desires to submit an alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

- (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for the proper evaluation of the tendered alternative, otherwise the offer will not be considered;
- (ii) Any alternative tender involving modifications to the design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
- (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
 - Changes in design parameters ordered by the Engineer;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The priced alternative Bill of Quantities must include an amount equal to 5% of the amount tendered therein to cover the Employer's costs of checking the alternative design offered.

F.2.13 Submitting a Tender Offer**F.2.13.5** Tender offers shall be submitted as an original only.

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

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

F.2.13.6 A two-envelope procedure will not be followed.

F.2.15 Closing Time

The closing time for submission of Tender Offers is as per the Tender Bulletin.
Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will **not** be accepted.

F.2.16 Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, in order to remain valid.

Should a Tenderer –

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;
- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders:

Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.

F.2.19 Access

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

F.2.22 Return of Tender Documents

Not applicable.

F.2.23 Certificates

The following certified certificates must be provided with the tender (Compulsory):

- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Workman's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993);
- Company/CC/Trust/Partnership registration certificates; and
- Certified Copies of Identity Document of company owner/directors.

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

F.3.11 Evaluation of Tender Offers

The Mpumalanga Department of Public Works, Roads & Transport has adopted a policy in the legislation applicable to procurement of tenders and management of Construction Contracts. To achieve the Government's community empowerment policies, an environment conducive to emerging and SMME's Contractors has to be created. Therefor the procurement policy adopted by Mpumalanga Department of

Public Works, Roads and Transport will be implemented in this contract to give effect to Section 217(2) of the Constitution and as published in Government Gazette no 16085, dated 23 November 1994.

F.3.11.2 Tenders will be evaluated in a single stage in accordance with the standard tender evaluation Method 2: Financial Offer and preference:

STAGE 1: TEST FOR RESPONSIVENESS/ELIGIBILITY

In order for a tender to be considered responsive, it must comply with **ALL** of the following criteria:

- The tender documentation must be completed and signed in all respects;
- The Contractor must have the required CIDB grading;
- The tender documentation must include all necessary and applicable documentation as listed in F.2.23 above; and
- The tender must comply with the eligibility criteria noted in F.2.1.

The responsiveness of a tender will be assessed by scoring the bid according to the criteria detailed in the table overleaf.

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

TENDERER'S MUST SCORE A MINIMUM OF 28 POINTS (70%) IN ORDER FOR THE BID TO BE ELIGIBLE IN TERMS OF F.2.1 (e).

TECHNICAL EVALUATION CRITERIA

Criterion		Assessment	Points Awarded	Max Score
Construction Team Key Personnel (Forms L, M, N, O)		Site Supervisor which has the NQF 5 qualification. (Five years – Electrification of 11 and 22kV network, Construction experience and should have ORHVS certificate.	15	33
		Safety Officer with First Aid plus OHSA (Construction Regulations) qualification	13	
		Company specific safety policy	05	
Experience of similar work and environment (Form P)	Item	Similar Project Details	Points Awarded	40
	1		05	
	2		05	
	3		05	
	4		05	
	5		05	
	6		05	
	7		05	

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	8		05	
Company financial Capacity (Form C)	Banking details in name of bidder	03	15	
	Bank rating of “C” or better with proof	08		
	Proof of guarantee from a recognized financial Institution/ Cash to the value of 10% of offer	04		
Plant and Equipment (Form R)	Construction Vehicles, LVD’s (Own/Hired with proof)	04	12	
	Truck with Crane (Own/Hired with proof)	08		
MAXIMUM SCORE:				100

STAGE 2: FINANCIAL OFFER AND PREFERENCES

All tenders that meet the stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in this tender document.

F.3.11.4 Points scored for price (Contract Value less than R 10 000 000)

The 80/20 preference point system will be used to allocate points for tenders in this category.

It is estimated that tenders on this contract will be evaluated on the 80/20 preference point system.

Annex F: Standard Conditions of Tender

(As contained in Annexure F of Board Notice 12 of 2009: Standards for Uniformity in Construction Procurement)

F.1 General**F.1.1 Actions**

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

- F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submission that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

- F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenders shall not apply.
- F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system**F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

- F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations**F.2.1 Eligibility**

- F.2.1.1** Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Insurance for this contract is to be supplied by contractor as per the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original tender offer marking the package as "ORIGINAL". The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.8** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
- F.2.15 Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.2.24 Contract Price Adjustment.

The tender price given is fixed and will not be adjusted for escalation, unless provided for in the contract data. Fluctuations in the foreign currency exchange rate, however, shall be dealt with in the following manner:

1. No change in the tendered rates shall be allowed if the foreign currency (Rand versus US dollar) exchange rate on the date of letter of acceptance, by the client, of this contract has fluctuated up or down by less than or equal to 5% of the base exchange rate. (Refer to note 3 below)
2. Should the foreign currency (Rand versus US Dollar) exchange rate on the date of letter of acceptance, by the client, of this contract have fluctuated up or down by more than 5% of the base exchange rate (See note 3 below), the tendered rates for Section 2 in the Schedule of Quantities shall be adjusted up or down by an amount equal to the difference between the exchange rate on the date of letter of acceptance and the base exchange rate plus or minus 5 %, whichever is applicable.
3. The base foreign currency (Rand versus US dollar) exchange rate shall be the exchange rate determined by the Johannesburg Stock Exchange (JSE) at **4h00 pm** on the Monday before the tender closing date.

F.3 The Employer's undertakings**F.3.1 Respond to requests from the tenderer**

F.3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetic errors, omissions or discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers**F.3.11.1 General**

Appoint an evaluation of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in the sub clause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in the sub clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in the sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preference claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in the sub clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formul a	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_0 / M_s$$

where: S_0 is the score for quality allocated to the submission under consideration;
 M_s is the maximum possible score for quality in respect of a submission.
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

T2 Returnable Documents

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents and submit with the complete tender document.

DOCUMENT REF.	DESCRIPTION	ACTION
RETURNABLE SCHEDULES AND CERTIFICATES		
A	Proof of Registration on the National Treasury Centralised Supplier Database (CSD)	Attach
B	Proof of tax compliance status and a valid SARS PIN	Complete/ Attach
C	Bank Rating Letter	Complete/ Attach
D	BBBEE Verification Certificate. In case of Joint Venture (JV); B-BBEE must be SANAS approved	Attach
FAILURE TO SUBMIT/FULLY COMPLETE THE BELOW DOCUMENTS WILL RENDER THE TENDER SUBMISSION NON-RESPONSIVE (COMPULSORY RETURNABLES)		
E	Certificate of Attendance at a Tender Site Meeting	Complete
F	Record of Addenda to Tender Documents (If applicable)	Complete
G	Amendments, Qualifications and Alternatives (If applicable)	Attach
H	Certificate of Authority for Signature	Complete
I	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)	Attach
J	Fully Completed MBD Forms:	Complete
K	Municipal Declaration	Complete
INFORMATION REQUIRED FOR EVALUATION PURPOSES		
L	Key Personnel	Attach
M	Qualifications and Relevant Experience of the Project Manager (Curriculum Vitae Format)	Attach
N	Qualifications and Relevant Experience of the Site Agent (Curriculum Vitae Format)	Attach

DOCUME NT REF.	DESCRIPTION	ACTION
O	Relevant Experience of the Safety Officer (Curriculum Vitae Format)	Attach
P	Summary of Tendering Firms Experience (Similar Work and Environment)	Attach
Q	Provisional Programme & Cash Flow	Attach
R	Schedule of Plant and Equipment/Letter of Intent to Hire	Attach
S	Occupational Health & Safety Plan	Attach
T	Certified CIDB Grading Certificate	Attach

A: CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Central Supplier Database Registration Number

VALID CSD REPORT:

[Valid CSD report to be attached to this page]

B: PROOF OF TAX COMPLIANCE STATUS AND A VALID SARS PIN**IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Valid Tax clearance certificate / Central Supplier Database Registration Number

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue.

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

TAX CLEARANCE CERTIFICATE / SARS PIN

[Tax Clearance Certificate obtained/ PIN from SARS to be attached to this page]

C: BANK RATING AND CONFIRMATION OF BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER						
NAME OF ACCOUNT HOLDER AT BANK						
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	☐	SAVINGS	☐	TRANSMISSION	☐
BANK						
BRANCH NAME						
ACCOUNT NUMBER						
BRANCH CODE						
BANK RANKING CODE						
BANK TELEPHONE NO						
BANK ADDRESS						
NAME OF BANK MANAGER						
TELEPHONE NUMBER						
FAX NUMBER						
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK						
CREDIT FACILITIES AVAILABLE (State Amount)						

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

D: REGISTRATION CERTIFICATES OF AN ENTITY**ENTITY REGISTRATION:**

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be effected to the entity and distributed to the parties]

CIDB REGISTRATION:

Tenderer's must also indicate their CIDB registration details in the space provided.

(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days)

Registered Name	Registration Number

BBBEE CERTIFICATION:

The Tenderer must also attach hereto a certified copy of their B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS).

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

E: CERTIFICATE OF ATTENDANCE AT 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 on TBA

We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / 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 person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity:

F: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

AD D. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

G: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note: The tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

H: CERTIFICATE OF AUTHORITY FOR SIGNATURE OF AN ENTITY

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.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
, hereby confirm by resolution of the Board
 (copy attached) taken on 20....., that

Mr/Ms, acting in the capacity of
, was authorised to sign all documents in
 connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
hereby authorise Mr/Ms
 acting in the capacity of, to sign all documents
 in connection with the tender for Contract No and any contract resulting from
 it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

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

.....hereby authorise

Mr/Ms..... acting in the capacity of

....., to sign all documents in connection

with the tender for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

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

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

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the
Business trading as:

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

I: WORKMANS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

J: RETURNABLE SCHEDULE REQUIRED ONLY FOR TENDER EVALUATION PURPOSES, FORMS (MBD Forms)

MBD2:	Tax Clearance Certificate Requirements
MBD3:	Pricing Schedule-Non-firm prices
MBD4:	Declaration of Interest
MBD5:	Declaration for procurement above R10m (all applicable taxes included)
MBD6.1 :	Preference Points claim form in terms of the preferential procurement regulations 2011
MBD7.1 :	Contract form-purchase of goods/works
MBD7.2 :	Contract Form-rendering of services
MBD7.3 :	Contract Form-Sale of Goods/Works
MBD8:	Declaration of bidder's past Supply Chain Management Practices
MBD9:	Certificate of Independent bid determination

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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 South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the Tax Clearance Certificate will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates 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.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	--

- | | | | |
|---|--|--|--------------------------|
| - | | | |
| - | Required by: | | |
| - | At: | | |
| | | | |
| - | Brand and Model | | |
| - | Country of Origin | | |
| - | Does the offer comply with the specification(s)? | | *YES/NO |
| - | If not to specification, indicate deviation(s) | | |
| - | Period required for delivery | | |
| | | | *Delivery: Firm/Not firm |
| - | Delivery basis | | |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... number.....	Bid
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. QUANTITY INCLUDED)	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
-----------------------------------	-------------	--

- Required by:
- At:
- Brand and model
-
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST MBD 4**T 4**

1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.

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 the bidder or his representative:
- 3.2. Identify Number:
- 3.3. Position occupied in the Company (director, trustee shareholder):
.....
- 3.4. Company Reference 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:

❖ MSCM Regulations: “in the service of the state” means to be-

(a) A member of-

- (i) Any municipal council
- (ii) Any provincial legislature, or
- (iii) The national Assembly or the national council of provinces

(b) A member of the board of directors of any municipal entity;

(c) An official of any municipality or municipal entity;

(d) An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) A member of the accounting authority of any national or provincial public entity; or

(f) An employee of parliament or a provincial legislature

❖ 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

If yes, furnish particulars:

.....

3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and adjudication of this bid?

3.10.1 If yes, furnish particulars:

*YES / NO

.....

3.11. Are you, aware of any relationship (family, friend, other) between the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and adjudication of this bid?

3.11.1 If yes, furnish particulars:

*YES / NO

.....

3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of state?

YES/NO

3.12.1 If yes, furnish particulars.

.....

3.13. Are any spouses, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of state?

YES/NO

13.13.1 If yes, furnish particulars.

.....

13.14 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.

13.14.1 If yes, furnish particulars.

YES/NO

.....

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

Full Name	Position filled in the "State"	ID number	State employee number

..... Signature	 Bid Number	 Date
..... Capacity	 Name of the Company	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black person or people owned enterprises or within the definition of the HDI	5	
2.	At least 30% woman or women shareholding or owned enterprises or within the definition of the HDI	2.5	
3.	At least 30% youth shareholding or owned enterprises or within the definition of the HDI	2.5	
4.	At least 30% enterprises people living with disabilities shareholding or owned enterprise or within the definition of the HDI	2.5	
5.	Enterprises regarded as EMEs or start-up enterprises located within the District Municipality	2.5	
6.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	5	
Nkomazi Local Municipality will utilize the CSD report for the above-mentioned information			

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the Municipality with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one-page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

1. DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm:.....

1.2 VAT registration number:.....

1.3 Company registration number:.....

1.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

1.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....
.....

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)

PACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
2.	
DATE:	

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	DELIVER Y PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTIO N	MINIMUM THRESHOLD FOR LOCAL PRODUCTIO N 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.
...
2.
...

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)

1. 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.

2. 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)

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 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.

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

WITNESSES

1

.....

2

.....

SIGNATURE
NAME OF FIRM
DATE

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. 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).

2. An official order indicating service delivery instructions is forthcoming.

3. 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)

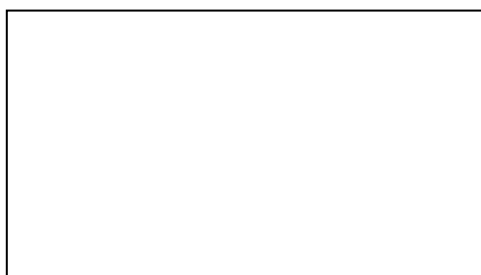
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1
....

2
....

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER 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 purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller 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:

- (vii) Bidding documents, viz
- Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
- (viii) General Conditions of Contract; and
- (ix) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:.....

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

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

5. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

3.
....

4.

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	<i>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?</i> <u>(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 audi alteram partem rule was applied).</u> <u>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.</u>	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

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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.

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

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

Js9141w 4

K: 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 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

Signed

Date

Name

Position

Enterprise name

L: KEY PERSONNEL

In terms of the Project Specification, all unskilled workers are to be locally sourced.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Project Manager						
Site Agent						
Foremen and Quality Control						
Artisans and other Skilled Workers						
Health and Safety Representative						
First Aider						

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

M: CURRICULUM VITAE OF KEY PERSONNEL – PROJECT MANAGER (PM)

The success of this project will largely depend on the ability of the **Key Personnel** to manage local resources that are largely unskilled. The Tenderer must indicate who they intend using for this function and must list the incumbent's experience.

Failure to provide proof of a suitable candidate to manage the work on a permanent basis on site during the currency of the contract will result in dis-qualification in terms of Clause F.2.1.

Project Manager (PM):	Years with firm:
Qualifications:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years' experience)	

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

[illegible]

(of person authorised to sign on behalf of the Tenderer)

O: CURRICULUM VITAE OF KEY PERSONNEL – OHS OFFICER

OHS Officer:	Years with firm:
Qualifications:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years' experience)	

P: SCHEDULE OF TENDERING FIRM'S EXPERIENCE (SIMILAR WORK AND ENVIRONMENT)***[REFER TO THE TENDER DATA FOR THE SCOPE OF WORK]***

PROJECT NAME	DESCRIPTION	VALUE	REFERENCE

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Q: PROVISIONAL PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this tender.

The programme must indicate all key activities, time frames and must clearly demonstrate the Tenderer's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

PROGRAMME**ACTIVITY****WEEKS / MONTHS**

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

R: SCHEDULE OF PLANT AND EQUIPMENT

It is important that the Tenderer be able to demonstrate that he/she has adequate plant and equipment to efficiently execute the proposed scope of works.

The Tenderer's response to this section will be used in assessing the eligibility of the tender offer.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

S: CONTRACTOR/SERVICE PROVIDER'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the *Purchaser* is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993) herein after referred to as the "Act"
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

(a)	From my own competent resources	*Yes / No
(b)	From my own resources still to be appointed or trained until competency is achieved	*Yes / No
(c)	From outside sources by appointment of competent specialist subcontractors	*Yes / No

(* = *delete whatever is not applicable*)

4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Purchaser's* personnel, Nkomazi Local Municipality officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

T: CERTIFIED CIDB GRADING CERTIFICATE

CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE
TO RETICULATE 174 HOUSEHOLDS AT TONGA IN NKOMAZI LOCAL MUNICIPALITY**

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**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE
TO RETICULATE 174 HOUSEHOLDS AT TONGA IN NKOMAZI LOCAL MUNICIPALITY**

C1.1 Form of Offer and Acceptance

Offer

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

BID NUMBER: NKO:82/2023

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE
TO RETICULATE 174 HOUSEHOLDS AT TONGA IN NKOMAZI LOCAL MUNICIPALITY**

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

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

THE 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 the conditions of Contract identified in the Contract Data.

Signature Block: Tenderer

Signature	Date
Name	
Capacity	
Name of organization.	
Address of organization	
Signature of witness	Date
Name of witness	

C1.1 Form of Offer and Acceptance (Continued)**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 Parts C1 to C4 above.

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

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

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

Signature Block: Employer	
Signature	Date
Name	
Capacity	
for the Employer	
Signature of witness	Date
Name of witness	

C1.1 Form of Offer and Acceptance (continued)**Schedule of Deviations**

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A 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 become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1	Subject
	Details
	
	
2	Subject
	Details
	
	
3	Subject
	Details
	
	
4	Subject
	Details
	
	

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

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

C1.1 Form of Offer and Acceptance (continued)

For the Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organization)

Name &
signature of
Witness

For the Employer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organization)

Name &
signature of
Witness

Confirmation of Receipt

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

the (day)
of (month)
20. (year)
at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

ELECTRIFICATION OF TONGA**C1.2 Contract Data**

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

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

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

ELECTRIFICATION OF TONGA

BID NO: NKO:82/2023

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1. GENERAL**
- 2. APPENDIX A: TRANSFER OF RIGHTS**

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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

SAICE

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

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

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

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

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

Clause no.	Description
SCC 6.11	Replace the Heading with “ VARIATIONS EXCEEDING 20 PERCENT ”
SCC 6.11.1.3	Replace the wording: “ <i>greater than 15 percent</i> ” with “ <i>greater than 20 percent</i> ”.

APPENDIX A: TRANSFER OF RIGHTS**TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)****Claim for materials on site, Payment Certificate No. Date:****Contract No: for (contract title)**

.....

.....

.....

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

..... of (name of Contractor)

.....

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

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

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

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

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

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

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

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

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

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

The following Contract specific data are applicable to this Contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER**Clause**

- 1.1.1.13 The Defects Liability Period is **12 months** (*measured from the date of the Certificate of Completion*).
- 1.1.1.14 The time for achieving Practical Completion will be **6 months** (*measured from the Commencement Date*).
- 1.1.1.15 The name of the Employer is: **Nkomazi Local Municipality**
- 1.1.1.16 The Engineer is: **Hoxana Consulting Engineers** represented by electrical engineering professionals duly authorized thereto in writing.
- 1.1.1.26 The Pricing Strategy is: Re-measurement Contract
- 1.2.1.2 The Employer's address for receipt of communications is:

Physical address:
 Telephone: 013 790 0245
 Address (physical): 9 Park Street, Malelane, 1320
 Address (postal): Private Bag X101, Malelane, 1320
- 1.2.1.2 The Engineer's address for receipt of communications is:

Postal address:
 45 Marloth Street
 Nelspruit
 1200

 Telephone: (065) 964 5394
- 5.3.1 The documentation required before commencement with Works execution 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)
- 3.1.3 The Engineer is required to obtain the specific approval of the Employer before executing any of the following: The Engineer requires the Clients approval in order to authorize any expenditure in excess of the tender sum excluding contingencies as per Clause 6.4.

- 5.3.2 The time to submit the documentation required before commencement with Works execution is fourteen (14) days after appointment.
- 5.4.2 The access and possession of site shall not be exclusive to the Contractor but as set out in the Site Information.
- 5.8.1 The non-working days are Sundays.
The special non-working days are:
- 1 Public holidays and voting days if published prior to the tender closing date.
 - 2 The year end break commencing and ending on dates as specified by SAFCEC.
- 5.13.1 The penalty for failing to complete the Works within the abovementioned time limit, plus approved extensions of time or condonation thereof is 0.1% of the Contract Sum per calendar day.
- 5.14.1: Practical Completion will be considered when:
- The reticulation works are successfully commissioned and all the households in the project have electrical power in the statutory limits.
- 5.16.3 The latent defect period is ten (10) years for electrical engineering works
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 15%.
- 6.8.2 Contract Price Adjustment: The Contract shall be subject to Contract Price Adjustment.
- The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.
- The value of "x" is 0.15
- The values of the coefficients are:
- a = 0.2 Labour
b = 0.35 Contractor's equipment
c = 0.35 Material
d = 0.1 Fuel
- Clause:**
- The Province wherein the larger part of the site is located is: Mpumalanga.
- The applicable industry for the Producer Price Index for material is Diesel
- The area for the Producer Price Index for fuel is: **Belfast, Mpumalanga.** (or closest listed location)
- The base month is: the month prior to the closing of the tender.
- 6.8.3 Price adjustments for variations in the cost of special materials are allowed.

- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Work is 80%.
- 6.10.3 The limit of retention money is 10% of the Contract Sum.
- 8.2.2 The safekeeping of all material paid as material on site not yet built into the works remains the responsibility of the contractor, although ownership rest with the client as per clause 6.10.1.5.
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 5,000,000.
- 8.6.1.3 The limit of indemnity for liability insurance is R 10 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.
- 8.6.1.5 No additional insurance is required
- 10.5.2 Dispute resolution is to be by means of ad-hoc adjudication
- 10.5.3 The number of Adjudication Board Members to be appointed is three.
- 10.7.1 Disputes to be referred for final settlement to arbitration

PART B: DATA PROVIDED BY THE CONTRACTOR**Clause**

1.1.1.9 Name of Contractor:

.....

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

E-mail:

6.2.1 The security to be provided by the Contractor shall be:

Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works

C1.3 Form of Guarantee - Pro Forma**Appendix C:****General Conditions of Contract for Construction Works, Third Edition (2015)****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:

“Employer” means:

“Contractor” means:

“Employer's Agent” means:

.....

“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: (*Insert Variable or Fixed*)

“Expiry Date” means: (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words

.....)

1.1.2 From the day following the date of the said interim payment certificate 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, whichever occurs first:

R.....

(Amount in words

.....)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 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.

2.3 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.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

- 3.2 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:
- 3.2.1 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;
- 3.2.2 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;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 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:
- 3.3.1 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
- 3.3.2 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
- 3.3.3 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.
- 3.4 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.
- 3.5 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 this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 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.
- 3.11 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.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

.....

Guarantor's signatory (1)

Capacity.....

...

Guarantor's signatory (2)

.....

Capacity

.....

Witness signatory (1)

Witness signatory (2)

C1.4: Agreement with Adjudicator:

This agreement is made on the.....day of 20.....between: the Employer
 (name of company / organisation).....
 of (address).....
and the Contractor
 (name of company / organisation)
 of (address).....
 (hereinafter
 called **the Parties**)

and

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

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
 and known as (Insert Contract number)
 (Contract title).....

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

(* Delete as necessary)

IT IS NOW AGREED as follows:

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

SIGNED by:

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

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

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

the **Adjudicator** in the
presence of

Witness:

(Signature).....

Witness:

(Signature).....

Witness:

(Signature).....

Name: **Name:** **Name:**

Address: Address: Address:

.....

.....

.....

.....

Date: Date: Date:

C1.5: Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

THIS AGREEMENT is made between **the Nkomazi Local Municipality**

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

.....
in his capacity as: ;

AND:

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

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

.....
.....

.....
*(The said contract work is hereinafter referred to as the **Work**)*

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

THE PARTIES AGREE AS FOLLOWS**1. WRITTEN AGREEMENT**

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATORY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATORY

(a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works

(b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

(a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.

(b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.

(c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.

(d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Nkomazi Municipality is compulsory.

(e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools, or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools, and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly, and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight

hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder, or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

(a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.

(b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.

(c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- | | |
|---|---------------------------------|
| A | South-African Red Cross Society |
| B | St. John's Ambulance Foundation |
| C | South-African First-Aid League |

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site, they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed

satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

(a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.

(b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory

(c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO _____

Designation _____

Name of Business _____

Address of Business _____

Tel number (h) _____ (w) _____ e-mail _____

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

As witnesses

_____ (Signature) _____ (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE TO RETICULATE 174 HOUSEHOLDS AT TONGA

BID:

C2 PRICING DATA

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS1200 Specification as amended in the Scope of Works subject to the variations and amendments contained in the Section C3.5 Project Specifications.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of Part C3: Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified.

Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the Employer's Agent shall direct the applicable requirements.

The clauses in a specification in which further information regarding the listed items in the Bill of Quantities can be obtained appear under "Payment Reference" column.

The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found in Section C3.5 Project Specifications. Standardised Specifications are identified by the letter or letters which follow "SANS" in the SANS 1200 series of specifications, e.g. G for SABS 1200 G.

Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due only.

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the various items. The 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. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

It will be assumed that prices included in these Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities and recorded as zero. A single lump sum will apply should a number of items be grouped together for pricing purposes.

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.

2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

Ha	=	hectare
h	=	hour
kℓ	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass	=	kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton- metre
ℓ	=	litre
%	=	percentage
m	=	metre
PC Sum	=	Prime Cost Sum
mm	=	millimetre
P Sum	=	Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd	=	Sum per working day
m ²	=	square metre
No.	=	number
m ² .pass	=	square metre-pass
R/Only	=	Rate Only
m ³	=	cubic metre
Sum	=	lump sum
m ³ .km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Work day
%	=	percentage
mth	=	month

NOTE: The schedule of quantities shall be completed in **BLACK INK**.

3. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS 1200 Standard Specification.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

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

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL INFRASTRUCTURE TO
RETICULATE 174 HOUSEHOLDS AT TONGA**

BID:

C2.2 Bill of Quantities

C2.2 BILL OF QUANTITIES

TITLE OF THE CONTRACT: ELECTRIFICATION OF TONGA (174 STANDS)									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Preliminaries & General								
1.1	SITE ESTABLISHMENT: Allow for complying with all general and Special Condition of Contract, labour requirements, site establishment and the provision of a site office for use of the contractor, client and engineer, engineer's cellular phone, water and sanitary facilities, first aid services, fire extinguishers, security lighting, barricading, warning signs, public safety.	Sum	1						
1.2	TRANSPORTATION: Allow for attendance to all site meeting and inspections, transport and time, related to such meetings and inspections	Sum	1						
1.3	STORAGE, INSURANCE AND GUARANTEE: Allow for the storage and safe keeping of all materials and equipment including the provision of insurances as stipulated in the Conditions of Contract, for the duration of the contract	Sum	1						
1.4	GUARANTEES: month period against defective material equipment & workmanship	Sum	1						
1.5	PERMITS AND NOTICE: Allow for obtaining all necessary permits for transport of equipment and/or giving of notices to any other authority or institute involved, wayleave application, as well as co-operation agreements with other traders/contractors involved with the project.	Sum	1						
	OHS ACT REQUIREMENTS:	Sum	1						

ELECTRIFICATION OF TONGA

1.6	Allow for compliance with the requirements of the Occupational Health and safety Act and all related regulations. Allow for induction, PPE and medicals for general workers and sub-contractors.								
1.7	AS-BUILT DRAWINGS: Allow for marking up a full set of drawings to show the exact positions of cables, cable joints, road crossings, etc. These "As build" drawings must be handed to the engineer at the commissioning of the equipment. Also all maintenance manuals, including all technical literature, test certificates, and wiring diagrams as per specification. Provide three sets of hard + soft copies.	Sum	1						
1.8	TESTING AND COMMISSIONING: Allow to test and commission the complete installation in the presence of the engineer and the client's representative and hand over for commercial use	Sum	1						
1.9	FACTORY INSPECTION: Allow for attendance to all factory inspections, such as travel expenses, accommodation and per diem.	Sum	1						
1.10	ENVIRONMENTAL: Comply with environmental requirements.	Sum	1						
1.11	FIXED TENDER PRICE: Allow for forward cover on FOREX and Local to RSA price escalations to keep tender price fixed and firm for contract period	Sum	1						
1.12	SECURITY: Provision for security services up until the site has been handed over back to the Municipality	Mth	4						
1.13	PEGGING OUT OF WORKS: MV Pegging by a qualified Surveyor	Ea	1						
1.14	PEGGING OUT OF WORKS: LV Pegging including application for wayleaves and tree cutting permit	Ea	1						
1.15	SITE BOARD: Supply and Install	Ea	1						

ELECTRIFICATION OF TONGA

	name board (1850 x 1850mm), with the projects, contractor, client and consultants details on - prior approval from client is required.								
1.16	CLO's SALARY: for the payment of CLO @R6500 per month	Mth	6						
1.17	SAFETY OFFICER's SALARY: Provisional amount for the payment of CLO @R4500 per month	Mth	6						
1.18	ESKOM CONNECTION FEES: Provisional amount for the Eskom connection fees	Sum	2						
1.19	8-Ton Crane truck including fuel	Days	21						
1.20	2-Tonner LDV including fuel	Days	42						
1.21	1-Tonner LDV including fuel	Days	55						
SUB-TOTAL									
2.1	Digging Holes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
2.1.1	12m MV Strut Pole Rock Drill	e.a.	0		0				
2.1.2	7m Pole back-actor or hand	e.a.	0		0				
2.1.3	9m Pole back-actor or hand	e.a.	0		0				
2.1.4	10m Pole back-actor or hand	e.a.	0		0				
2.1.5	11m Pole back-actor or hand	e.a.	38		38				
2.1.6	13m Pole back-actor or hand	e.a.	0		0				
SUB-TOTAL			38		38		-		
2.2	Plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	Supply,delivery,off-loading and installation of complete and dressed MV reticulation wooden poles inclusive of accessories								
2.2.1	7m Wood 120-140mm tops	e.a.	0		0				
2.2.2	9m Wood 140-160mm tops	e.a.	0		0				
2.2.3	9m Wood 160-180 mm tops	e.a.	0		0				
2.2.4	10m Wood 160-180mm tops	e.a.	0		0				
2.2.5	10m Wood 180-200mm tops	e.a.	0		0				

ELECTRIFICATION OF TONGA

2.2.6	11m Wood 160-180mm tops	e.a.	0		0				
2.2.7	11m Wood 180-200mm tops	e.a.	38		38				
2.2.8	13m Wood 180-200mm tops	e.a.	0		0				
SUB-TOTAL			38		38				
2.3	MV THREE PHASE	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
2.3.1	Int ass delta 0 deg	e.a.	0		0				
2.3.2	Int ass stag vertical (0-10 deg)	e.a.	18		18				
2.3.3	Int ass stag vertical (10-30deg)	e.a.	5		5				
2.3.4	Strain ass delta (0-30 deg)	e.a.	0		0				
2.3.5	Strain ass delta (30-90 deg)	e.a.	0		0				
2.3.6	T-off ass int-delta	e.a.	0		0				
2.3.7	T-off ass str-delta	e.a.	0		0				
2.3.8	T-off ass int vert	e.a.	6		6				
2.3.9	Susp ass vert (10-30 deg)	e.a.	0		0				
2.3.10	Strain ass vertical (30-90 deg)	e.a.	0		0				
2.3.11	Terminal ass vert	e.a.	12		12				
2.3.12	In-line strain vert	e.a.	0		0				
SUB-TOTAL									
2.4	MV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
2.4.1	1 Off conv anchor	e.a.	8		8				
2.4.2	1 Off flying stay	e.a.	1		1				
2.4.3	1 Off strut pole 11m	e.a.	20		20				
SUB-TOTAL									
2.5	Transformer Installation	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	Transformers: 22kV - Off Line								
2.5.1	200kVA x 3 Ph (1 off) - relocate	e.a.	0		0				
2.5.2	200kVA x 3 Ph (1 off) - new	e.a.	0		0				
2.5.3	100kVA x 3 Ph (2 off) - relocate	e.a.	0		0				
2.5.4	100kVA x 3 Ph (2 off) - new	e.a.	4		4				
2.5.5	50kVA x 3 Ph (0 off) - relocate	e.a.	0		0				
2.5.6	50kVA x 3 Ph (0 off) - new	e.a.	0		0				

ELECTRIFICATION OF TONGA

2.5.7	32kVA x 2 Ph (0 off) - relocate	e.a.	0		0				
2.5.8	32kVA x 2 Ph (0 off) - new	e.a.	0		0				
2.5.9	25kVA x 3 Ph (0 off) - relocate	e.a.	0		0				
2.5.10	25kVA x 3 Ph (0 off) - new	e.a.	0		0				
SUB-TOTAL									
3.1	MV Stringing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
3.1.1	Fox conductor	m	3515		3515				
3.1.2	Mink conductor	m	0		0				
3.1.3	MV Fox full tension joint	m	50		50				
SUB-TOTAL									
3.2	MV Pole numbering	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
3.2.1	MV pole number	e.a.	38		38				
SUB-TOTAL			38		38				
3.3	Installation of Earthing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
3.3.1	MV Earthing (Type 1 crowfoot)	e.a.	5		5				
SUB-TOTAL			38		38				
3.4	Pole Mounted Transformer Structure	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	Supply, delivery and installation of complete distribution transformer inclusive of all accessories								
3.4.1	40A HV D-fuse Links structure 3 Ph	No.	4		4				
3.4.2	15A HV D-fuse Links 3 Ph	No.	4		4				
3.4.3	Transformer Structure Anti-climbing device	No.	4		4				
SUB-TOTAL									
3.5	Commissioning	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
3.5.1	Test & Commission Transformers and MV equipment	e.a.	4		4				
SUB-TOTAL									
3.6	Medium Voltage Surge Arrestors	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total

ELECTRIFICATION OF TONGA

	Supply, deliver, off load on site and safely store on site the following surge arrestors, complete with galvanised steel mounting brackets for securing the surge arrestor, nuts, bolts, washers and lock washers as specified. Secure the surge arrestors and brackets to the transformer as specified including the termination of conductors. Excluding the conductors and transformer. Discharge current 10kA.								
3.6.1	Arr Distr 22kV 10kA CI 1 3100 HE24r, 31mm/kV, coastal.	ea	12		12				
SUB-TOTAL			12		12				
3.7	Medium Voltage Sectionalisers and Links	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	Supply and install link isolators as detailed including the installation of crossarm brackets and the termination of conductors and including the drilling of holes in wooden poles as required. 15K fused links.								
3.7.1	Solid Links, Single Pole (2.5m X-arm)	ea	3		3				
3.7.2	Fused Links, Single Pole (2.5m X-arm)	ea	0		0				
SUB-TOTAL			3		3				
3.8	MV ABC Conductor	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
3.8.1	50mm ² ABC conductor	e.a.	50		50				
SUB-TOTAL			50		50				
LOW VOLTAGE RETICULATION									
4.1	Digging of Holes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
4.1.1	LV stay back-actor or hand	e.a.	42		42				
4.1.2	9m LV Strut Pole Rock Drill	e.a.	24		24				
4.1.3	7m Pole back-actor or hand	e.a.	0		0				
4.1.4	9m Pole back-actor or hand	e.a.	119		119				
4.1.5	10m Pole back-actor or hand	e.a.	0		0				
SUB-TOTAL									
4.2	Plant Poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	Supply, delivery, off-loading and installation of complete and dressed LV reticulation wooden								

ELECTRIFICATION OF TONGA

	poles inclusive of accessories								
4.2.1	7m Wood 120-140mm tops	e.a.	0		0				
4.2.2	9m Wood 140-160mm tops	e.a.	0		0				
4.2.3	9m Wood 160-180 mm tops	e.a.	119		119				
4.2.4	10m Wood 160-180mm tops	e.a.	0		0				
4.2.5	10m Wood 180-200mm tops	e.a.	0		0				
4.2.6	11m Wood 160-180mm tops	e.a.	0		0				
4.2.7	11m Wood 180-200mm tops	e.a.	0		0				
4.2.8	12m Wood 180-200mm tops	e.a.	0		0				
SUB-TOTAL									

ELECTRIFICATION OF TONGA

4.3	Excavate and plant shack poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
4.3.1	5m Wood 120-140 mm tops	e.a.	0		0				
4.3.2	Rock Drill	e.a.	0		0				
4.3.3	Compressors	e.a.	0		0				
SUB-TOTAL									
4.4	Clearing and Grubbing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
4.4.1	Bush Clearing and Tree Felling	e.a.	20		20				
4.4.2	Tree felling 300mm) (trunk diameter >	e.a.	9		9				
SUB-TOTAL									
4.5	LV Stringing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
4.5.1	35 mm sq ABC 1-ph	m	0		0				
4.5.2	35 mm sq ABC 2- ph	m	0		0				
4.5.3	35 mm sq ABC 3-ph	m	460		460				
4.5.4	70 mm sq ABC 1-ph	m	0		0				
4.5.5	70 mm sq ABC 2-ph	m	0		0				
4.5.6	70 mm sq ABC 3-ph	m	3837		3837				
4.5.7	LV joint 35 mm full tension	e.a.	12		12				
4.5.8	LV joint 70 mm full tension	e.a.	32		32				
SUB-TOTAL									
4.6	Service Boxes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
4.6.1	2 - Way Split Meter box : 1 x 50 A mcb & Padlocks	e.a.	44		44				
4.6.2	5 - 8 Way Split Meter box : 2 x 63 A mcb	e.a.	25		25				
SUB-TOTAL									
5.1	LV Protection Morsdorf type fuses	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
5.1.1	160A Three phase (100kVA)	e.a.	12		12				
SUB-TOTAL									

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5.2	LV Network Earthing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
	Allowance shall be made for the testing (including earth loop impedance) of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications. Use 2 x H-Crimps - neutral connection point.								
5.2.1	LV Earthing (1 x compl 3 point star earth (crows)	e.a.	15		15				
5.2.2	LV Earth (single point) i.e. bonding	e.a.	23		23				
SUB-TOTAL									
5.3	LV Pole numbering	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
5.3.1	LV pole number	ea	119		119				
SUB-TOTAL									
5.4	Other	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
5.4.1	Link assembly (On-load) per phase	e.a.	Rate Only		Rate Only				
5.4.2	Link assembly (Off load) per phase	e.a.	Rate Only		Rate Only				
SUB-TOTAL									
5.5	House Connections	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
5.5.1	Underground connection		0		0				
5.5.2	Overhead connection	e.a.	174		174				
5.5.3	Overhead service connection direct to dwelling or kicker pole(from the pole top box to the pre-paid meter complies with D-DT-0360/361	e.a.							
5.5.4	Supply ECU base, fixing rails and plug	e.a.	174		174				
5.5.5	Supply 20A ECU (internal ELPU)	e.a.	174		174				
5.5.6	Supply Split Meter Din Rail 20A WS with Keypad Conlog Type	e.a.	174		174				
5.5.7	Sealing of meters	e.a.	174		174				
5.5.8	COC Certificate ECA version 63A	e.a.	174		174				
5.5.9	Supply and install additional 63A circuit breaker	e.a.	0		0				

ELECTRIFICATION OF TONGA

5.5.10	Supply and Install and wire 63A curve-2 cb to a split pp meter	e.a.	0		0				
5.5.11	Supply and mount readyboard	e.a.	174		174				
5.5.12	Capture and submit list of customers name and surname, stand no, meter no and contact no	e.a.	174		174				
SUB-TOTAL									
5.6	LV Conductor (Supply Cable)	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
5.6.1	4mm sq Airdac SNE plus Pilot wires	m	0		0				
5.6.2	10mm sq Airdac SNE plus Pilot wires	m	4300		4300				
5.6.3	Airdac strain clamp (4 - 10sqmm) including accessories that complies with D-DT3067	e.a.	174		174				
5.6.4	Kicker pole dressing including accessories that complies with D-DT-0384	e.a.	24		24				
SUB-TOTAL									
6.1	LV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
6.1.1	Int / susp (0-30 deg)	e.a.	95		95				
6.1.2	Intermediate service	e.a.	0		0				
6.1.3	Strain (0-60 deg)	e.a.	10		10				
6.1.4	Strain (60-90 deg)	e.a.	6		6				
6.1.5	Terminal	e.a.	16		16				
6.1.6	3 Ph Tfr Terminations Trf	e.a.	4		4				
6.1.7	T-off from interm	e.a.	6		6				
6.1.8	T-off from strain	e.a.	0		0				
6.1.9	Cross int-int ass	e.a.	6		6				
6.1.10	Cross int-strain ass	e.a.	0		0				
SUB-TOTAL									
6.2	LV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
6.2.1	1 Off conv anchor	e.a.	42		42				
6.2.2	1 Off flying stay	e.a.	0		0				
6.2.3	1 Off strut pole 9m	e.a.	24		24				
6.2.4	1 Off strut pole 10m	e.a.	0		0				

ELECTRIFICATION OF TONGA

SUB-TOTAL									

C2.3 SUMMARY OF SCHEDULE OF QUANTITIES

TITLE OF THE CONTRACT: ELECTRIFICATION OF TONGA (174 STANDS)

Contractor:		Employer:		Nkomazi Local Municipality	
VAT No.:		VAT NO.			
Contact Person:		Contact Person:			
Address:		Address:		Private Bag X101	
				Malelane, 1320	
Telephone No.:		Telephone No.:		0137900245	
Fax No.:		Fax No.:		015 307 8049	
				0137900886	
		Contract No.			
Item		Description	Amount		
			Materials	Labour	Total Price
1		Preliminaries & General			
MEDIUM VOLTAGE RETICULATION					
2.1		Digging Holes			
2.2		Plant Poles			
2.3		MV Three Phase			
2.4		MV Stays			
2.5		Transformer Installation			
3.1		MV Stringing			
3.2		MV Pole Numbering			

ELECTRIFICATION OF TONGA

3.3	MV Earthing Installation			
3.4	Pole-Mounted Transformer Structure			
3.5	Commissioning			
3.6	Medium Voltage Surge Arrestors			
3.7	Medium Voltage Sectionalisers and Links			
3.8	MV ABC Conductor			
LOW VOLTAGE RETICULATION				
4.1	Digging of Holes			
4.2	Plant Poles			
4.3	Excavate and plant shack poles			
4.4	Clearing and grubbing			
4.5	LV Stringing			
4.6	Service Boxes			
5.1	LV Protection Morsdorf type fuses			
5.2	LV Network Earthing			
5.3	LV Pole Numbering			
5.4	Other			
5.5	House Connections			
5.6	LV Conductor (Supply Cable)			
6.1	LV Structures			
6.2	LV Stays			

TENDER (CONTRACT) SUM VAT excluding	
10% Contingencies	
Sub Total	

Add 15% VAT	
TENDER (CONTRACT) PRICE CARRIED TO FORM OF OFFER OF ACCEPTANCE (Page C.3)	

ELECTRIFICATION OF TONGA

Note: Tender Sum is the value of the offered total of the prices exclusive of VAT,
Contingencies, CPA and specials materials but including contractual variations.

SIGNATURE:_____

NAME AND SURNAME: _____

CAPACITY: _____

PART C3: SCOPE of WORK

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C3.1: DESCRIPTION of WORKS

C3.1 DESCRIPTION OF THE WORKS

EMPLOYER'S OBJECTIVES

The employer's objectives are to deliver public infrastructure using labour intensive methods. Part of the installation works on site will require labour intensive methods e.g. excavations, trenching, pole planting and backfilling.

The project is planned for a construction duration of six months to be completed.

N.B. All labour rates should be as per current SAFCEC rate.

C3.1.2 OVERVIEW OF THE WORKS

This specification covers the Overhead Electrification of 174 HOUSEHOLDS in accordance with Eskom standards and specifications.

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

C3.1.3 EXTENT OF WORKS

The *Contractor shall* provide all Plant and Materials - except the material under Plant and Materials which the *Employer* will provide – Equipment and labour for the whole of the *works*, which includes:

Temporary work

Clear the right of way and campsites, in order to erect the necessary site offices, own accommodation facilities, sanitary units, bulk water containers, site store, etc.

The works also include the clean-up of site camp and site store, as well as transportation of excess material not used, back to the stores.

Permanent work

- Install new Fox conductor in accordance with the Distribution Standard.
- Position all poles and any stays associated with a particular structure, using the services of an Eskom approved registered surveyor.
- Excavate pole, stay and strut holes, erect wooden poles, stays and struts and backfill and compact pole, stay and strut holes in layers of 300mm.
- Install MV and LV stays in accordance with the Distribution Standard. Percussion stays may be used on condition that an approved sub-contractor performs the supply and installation of the stays. Pre-tension certificates are supplied per stay. Pre-tensioning are done on all stays as specified in the Distribution Standard.
- Assemble the MV structures as well as the Aerial Bundle Conductor LV structures according to the Distribution Standards. Wooden poles of 9m, 11m and 13m are used and structures are single-pole design. Only LV ABC sizes 35mm²/70mm² x 4 core are to be utilized.
- Assemble and install the MV Links according to Distribution Standards. (Refer to Drawing for positions)
- Run out and string bare overhead line conductor (ACSR), code name Fox.
- Install the transformers, including MV Surge Arrestors, LV fuse protection units. Pole mounted 22kV/415V three phase transformers as indicated in drawing 100kVA. (Also refer to Bill of Quantities)

- Excavate trenches to a depth of at least 500mm for type 1 MV and LV three-point star earth electrodes, install electrodes and backfill and compact on completion.
- Install pole top distribution boxes complete with one pigtail bolt and one eye nut per distribution box.
- Connect pole top boxes to LV feeders with phasing as indicated on drawing.
- Test and commission Infrastructure.
- Excavate 5 m/ 7m pole holes where 5m /7m service poles is necessary, erect 5m and 7m wooden poles, backfill and compact pole in layers of 300mm.
- Install 150 Meters inside the Pole Top Box
- Connect the house DB/Ready board and keypad to Pole Top Box via overhead 10mm² 2 core Airdac, according to Distribution Standards.
- Test and commission House Connections and issue COC's.
- Produce as build drawings by a qualified (Eskom approved Surveyor) complete with a comprehensive PCS data.
- Signage and Pole numbering, Detailed specification to be requested from Engineer.
- Registration of supply meters and customer names
- The work will be taken over by the *Eskom* on completion.

Restrictions in Providing the Works

Visit every resident and arrange access for mid-block electrification where required.

Treat residents in a courteous, friendly, and polite manner and keep them informed of changes to the required access.

Foster close relationships with recognized community structures.

Staff other than key *Contractor*-staff is employed from the local community.

Definition of Completion

The *works* are to be completed in accordance with the specifications in all respect and taken-over by the *Employer*, except cleaning of the *site* and breaking of camp which may be done within 1 week after Completion

1.3.1 MATERIAL & EQUIPMENT SPECIFICATIONS

1.3.1.1 GENERAL

The Developer shall erect the MV and LV overhead line reticulation systems in accordance with Eskom's Electrification Standards (Wood Structures). The internal MV distribution systems shall comprise of "Fox "aluminium conductor steel reinforced configuration on 13m, 11m or 9m wooden poles and shall be built to 22kV specifications.

The LV distribution systems shall comprise an aerial bundled conductor (ABC) system, of the supporting core type mounted overhead on 9 meter wooden poles. LV distributor spurs shall extend within a radius of approximately 500m from transformer positions depending on individual voltage drop requirements. LV distributor spurs shall share pole structures with the MV system where these follow parallel routes providing clearance of LV can be achieved.

Transformers shall be of the pole mounted type rated at 100kVA to serve anticipated individual LV distributor loads and shall be of the SABS 780 type. All materials supplied by the Developer shall conform with Eskom's Buyer's Guide (Part 9 of DT Standard).

1.3.1.2 MV OVERHEAD LINE

The MV overhead feeder system shall comply with the requirements of Eskom's Distribution Technology, Electrification Standards and Guidelines as and where applicable for an urban wooden

pole reticulation system.

a) Conductor	
Type	: Aluminium conductor steel reinforced.
Code Name	: Fox/Fox-see Bill of Quantities/drawings
Mass	: 149kg/km
Ultimate tensile strength	: 13 200 Newtons
Mounting	: See structure codes on drawings.

The maximum working tension may be exceeded only during the construction stages when the conductors are to be "over-tensioned" to 1.05 x MWT for a period of not less than 8 hours nor longer than 24 hours after which the tension is to be reduced to a figure not to exceed the stated maximum working tension of the conductor concerned.

b) Poles	
Pole type	- Wood
Pole lengths	- 9m for LV distributor 9m for LV road crossing, and 11m for MV Line
Planting depth	- 1.5 and 1.8m respectively
Pole marker	- painted - black on yellow background.

c) Stays	
Type	- Fiber glass for MV and Porcelain of LV
Rods	- M20 - 2000 long
Base plate	- 380 x 380 x 6 galvanized
Staywire	- 7/4mm, 1100 MPA - galvanized
Planting depth	- 2m

Stays are indicated on the drawings by means of the structure codes.

d) Flying Stays	
Flying stays shall be installed in the positions indicated on the drawings by the structure codes. Anchor poles shall be as specified for the line structures and of sufficient length to ensure the required ground clearance. Overhead staywire shall be 7/4.00mm as specified for stays.	

e) Struts	
Struts shall be installed in the positions indicated on the drawings by the structure codes. Strut poles shall be as specified for the line structures. Line structure poles shall be fitted with suitable ground anchors at all strut positions. Struts shall be fitted with barbed wire anti climbing devices.	

f) Insulators, Line Clamps and Other Line Components, Pole Dressing Hardware etc.	
All in accordance with Eskom's Distribution Reticulation Technology, Electrification Standards and Guidelines with particular reference to the detailed material take off sheets provided for the various line structures.	

g) Sags and Tensions	
The Developer shall provide suitable dynamometer sighting rods or other approved apparatus necessary for proper checking of the work. Dynamometers shall be calibrated in kg or kN.	

h) Surge Arrestors	
Surge arrestors shall be of the metal oxide outdoor hermetically sealed, vertical base mounted type, rated at 22kV or 22kV, 10kA impulse current.	

i) Sectionalizers	
Dropout fuses shall be provided for each transformer zone.	

1.3.1.3 POLE MOUNTED TRANSFORMERS

Transformers shall generally comply with the following details:

Situation	:	Outdoors
Mounting	:	Suitable for single pole structure
Type	:	SABS 780
kVA rating	:	100 (as indicated on drawings)
No load voltage ratio	:	22000/415/231 volt
Vector group	:	Dyn 11
Parallel operation	:	Not required
MV & LV connections	:	External bushings with suitable insulated connections.

The transformers shall connected on the MV side through the use of links/or fuses as indicated on the drawings.

1.3.1.4 LV ABC OVERHEAD LINES

LV ABC overhead lines shall comply with the requirements of Eskom's Distribution Reticulation Technology, Electrification Standards and Guidelines as and where applicable. The LV ABC system may share pole structures with the MV system wherever these follow parallel routes.

a) LV Aerial Bundled Conductor

System Detail	- 415/231 volt, 3 phase, 4 wire, 50 Hz
Type ABC	- Bare Neutral ABC in accordance with SABS 1418

The following ABC sizes are to be utilized (aluminium conductors).

Ultimate strength		
(54.6 BN supporting core)	- 16 600 N	1690 kgf
Max working tension		
(54.6 BN supporting core)	- 6640 N	676 kgf

The ABC shall be installed in strict accordance with the manufacturer's recommendations and so as to ensure that the statutory clearances as specified in the Eskom Distribution Standard are maintained at all times. The Contractor shall

submit details of terminations to be used to the Engineer for his approval before installation of the bundle.

b) Poles

Pole type	Wood
Pole lengths	9m
Planting depth	1.5m respectively
Pole marker	Black painted letters on yellow background.

c) Stays

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LV stays for wooden poles in the Eskom Distribution Standard. Stays are indicated on the drawings by means of the structure codes.

d) Flying Stays

LV flying stays for wood poles in the Eskom Distribution Standard and indicated on the drawings by means of the structure codes.

e) Struts

Strut are as detailed for the MV system described in Clause 3.5

f) Line Clamps, Connections, Pole Dressing and Mounting Hardware

All in accordance with Eskom's Distribution Construction Standards.

i) Connectors

Connectors shall be of the insulation piercing type for main and tap conductors, except for the bare neutral when a double PG clamp will be utilized.

The connector housing shall be made entirely of weather resistant plastic materials. No metallic parts outside the housing will be accepted (except for the tightening bolt).

The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer's recommendations, without the use of any special tools.

No energised parts shall be exposed or accessible by the operators during installation.

ii) Mounting brackets

All mounting hardware shall comply with the Eskom Distribution Standard for bare neutral ABC.

Suspensions bracket max. Vertical load - 700 daN
Strain clamps max. horizontal load - 1500 daN

Brackets are to be manufactured from corrosion resistant materials. Galvanized steel brackets are not acceptable.

g) Sags and Tensions

Sags and tensions are as detailed for the MV system described in Clause 3.2.3(g)

h) Surge Arrestors

No surge arrestors are required on the LV system. A 6kV, 10kA impulse surge arrestor will be provided on the LV neutral of the transformer.

1.3.1.5 CIVIL INFRASTRUCTURE

The Contractor shall provide the following excavations.

a) Pole holes as required for both MV and LV overhead line systems.

Pole excavations	:	5m	-	1200 long 1000 wide 1000 deep
		4m	-	1200 long 1000 wide 1000 deep
		7m	-	1200 long 1000 wide 1300 deep
		9m	-	1200 long 1000 wide 1500 deep
		10m	-	1200 long 1000 wide 2470 deep

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11m	-	1200 long 1000 wide 2470 deep
12m	-	1200 long 1000 wide 2000 deep

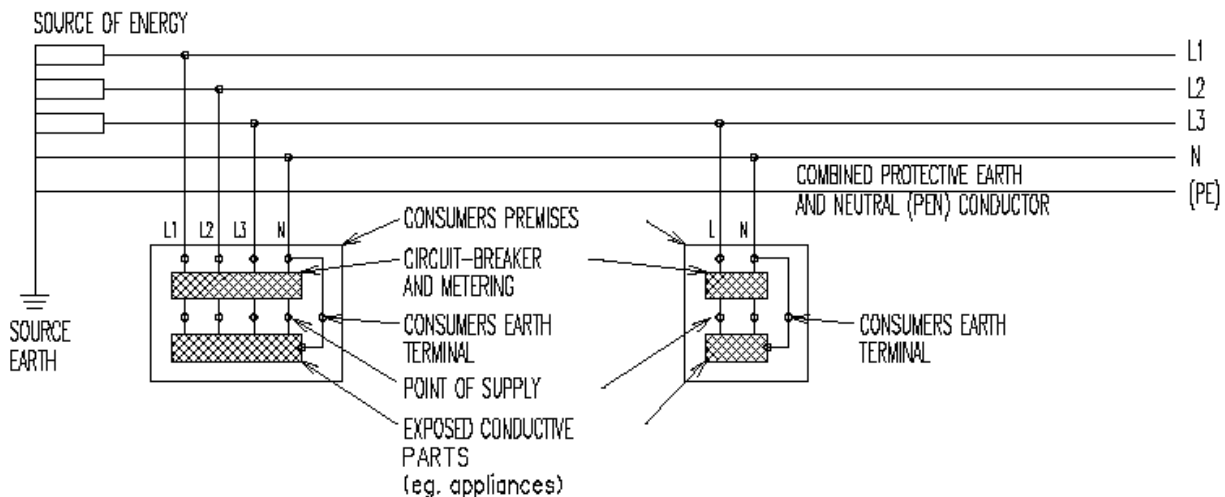
- b) Strut and stay holes as required for both MV and LV overhead line systems.
Strut and stay excavations: 2000 long 1000 wide 1700 deep
- c) Trenching for structure and operator earthing systems. Trench excavation: 300 wide, 600 deep.

1.3.1.6 CLEARANCES

Eskom Standards as well as Occupational Health and Safety Act shall be adhered to. The overhead line routes require a number of both MV and LV crossings over roads. Correct clearance heights as specified in the Eskom Distribution Standard shall be adhered to. Annexure R details clearance requirements.

1.3.1.7 EARTHING

In accordance with Eskom Distribution Standard Part 2, with particular reference to:
Earthing system philosophy TN -C - S.



Results of soil resistivity survey at 2 points. Min Cu area : 16mm² stranded
12mm² solid

- Low Voltage
0.415 kV system : 10 Ohms
0.231 kV system : 10 Ohms
- Medium Voltage
22kV system : 10 Ohms

NB. : The extent of earthing must be indicated on the Design, Construction and "As Built" drawings.

Allowance shall be made for the supply and installation of the various earthing requirements as listed hereunder.

- a) Bonding all pole top and/or cross-arm hardware
- b) Basic pole earthing - MV and LV systems. (All structures not listed below).
- c) Pole mounted transformer tank and MV surge arrestors.

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- d) Pole mounted transformer LV neutral.
- e) LV ABC at first structure from transformer.

1.3.1.8 BUDGET ENERGY CONTROLLERS

60A ED's will be supplied in accordance with Eskom's Specification.

1.3.1.9 POLE TOP BOXES

A pole-top distribution box shall be used to connect all customers from poles along the LV distributor. The pole-top distribution box shall be in accordance with SCSSCAAH3. The 4 x 63A MCB inside the pole-top box can be used to connect four customers with 60 A supplies.

The pole top distribution boxes are to comply with the requirements of Eskom's Distribution Reticulation Technology, Electrification Standard as and where applicable.

- (a) Four way distribution boxes are to be equipped with 1 x 63A circuit breaker. Meter will be installed inside the pole top box.

The 10mm² core of the service cable shall be used to supply the 63 A MCB from the 50 A MCB as indicated in drawing D-DT-0363. Where a project consists of only 60A connections a pole-top box with a 4 x 63A MCB shall be used. The pole-top box shall be secured to the pole stainless steel strapping D-DT-3131.

1.3.1.10 INTERNAL HOUSE INSTALLATION

All houses shall be connected by supplying a keypad and the Ready Board inside the house. It is the responsibility of the consumer to wire the house as per the requirement before the COC is issued.

1.4 CLEARANCE BETWEEN MV AND LV CONDUCTORS

The line profile for the 22kV line will satisfy the clearances given in the Occupational Health and Safety Act, Act No. 85 of 1983 (OHSA) detailed in the following table. Refer to the Construction Handbook for the minimum vertical clearances of power lines at maximum sag and swing.

Section 15 of the Electrical Machinery Regulations of the OHS Act specifies the minimum clearances between bare conductors and other conductors and objects. This is the minimum distance that must be maintained in all conditions up to a conductor temperature of 50 degrees centigrade and wind pressure of 500Pa. It is assumed that the lower conductor is at ambient temperature during design to establish this clearance.

(a) Table 1. Minimum clearances for bare OH MV lines

Maximum phase-to-phase voltage (kVrms)	Clearance to ground A- Outside town B- Inside town	Above roads and railway lines	Clearance to communication lines and other power lines	Clearance to buildings and structures not forming part of power lines
1,1 or less	A - 4,9m B - 5,5m	6,1m	0,6m	3,0m
7,2	A - 5,0m B - 5,5m	6,2m	0,7m	3,0m
12	A - 5,1m B - 5,5m	6,3m	0,8m	3,0m
24	A - 5,2m B - 5,5m	6,4m	0,9m	3,0m

MV line crossing an LV line

In the case of a MV line crossing a LV line then the spacing of column 6 of the table should be complied with under the conditions specified. For a 22kV line over a LV line the clearance is thus

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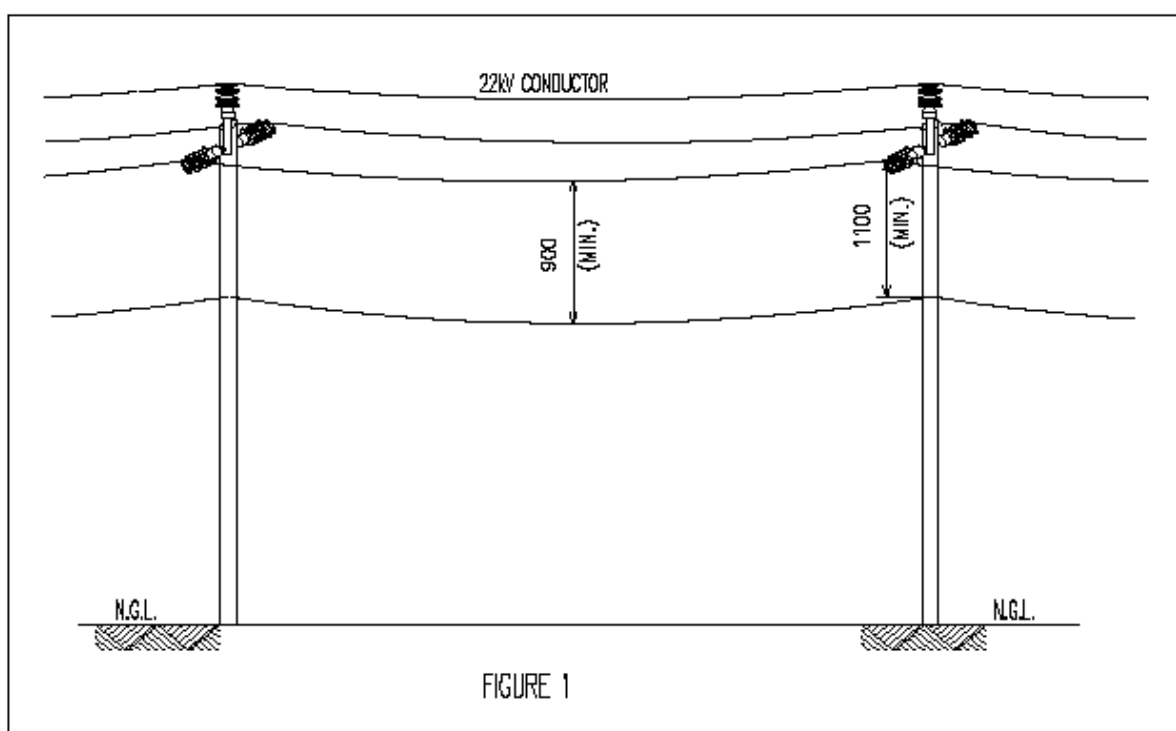
900mm minimum. Should however a structure supporting the LV line be beneath the MV lines then the clearance between the **MV conductors** and the **LV structure** should be as per column 7 i.e. 3m.

This is to provide a safety distance that will allow work to be carried out on LV equipment on the structure in addition to the minimum safety clearance.

Normal work to be carried out on the power line (e.g. planting/replacing the pole, stringing, tensioning or replacing conductor) will require the isolation and earthing of the MV line in accordance with OPR 6204 (ORHVS) regulation 5.03.

Shared structures

In the case of a set of structures being used to support both MV and LV lines then the clearances in column 6 are used to comply with the Act. For LV conductor running under 22kV conductors on the same structures the minimum clearance to satisfy the Act will be 900mm. The Distribution Standard specifies a minimum spacing between the MV and LV conductors of 1100mm at the attachment point to ensure that the requirement in the Act is met.



Work is able to be carried out on LV equipment on this structure and still maintain the minimum working clearance, e.g. disconnecting, connecting, inspecting or installing a customer service connection, pole top box or streetlight. This is illustrated in figure 1. Normal work to be carried out on the power line (e.g. planting/replacing the pole, stringing, tensioning or replacing conductor) will require the isolation and earthing of the MV line in accordance with OPR 6204 (ORHVS) regulation 5.03.

Semi shared structures

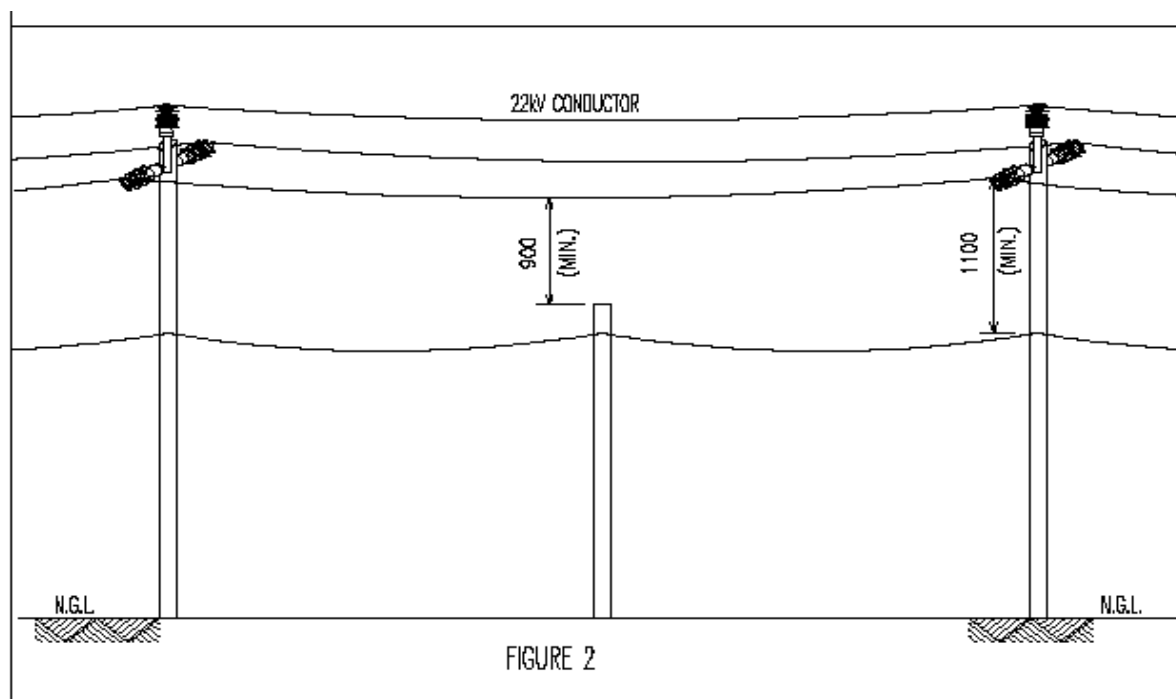
For the case of a LV line running beneath a MV line where the line structures do not all support the MV line then it has been agreed with the Inspector that the spacing as in column 6 will apply. This clearance will apply to the conductors at the common support structures and within the span. At structures only supporting the LV conductors and LV equipment, then the clearance will apply between the MV conductor and the top of the LV structure. Again this clearance is to be the minimum clearance under the case of the MV conductor at 50 degrees centigrade. This is shown in figure 2.

It is further stipulated by the Inspector that, should work be carried on these LV power lines e.g. planting/replacing the pole, stringing, tensioning or replacing conductor, the MV line above the structure should be isolated in accordance with OPR 6204 (ORHVS) regulation 5.03. Disconnecting,

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connecting, inspecting or installing a customer service connection, pole top box or streetlight on this pole will be carried out in the same way as would be done on a shared structure.

It must be noted that this DHO does not intend to restrict work in terms of the standard practices provided for in OPR 6204 (ORHVS) Regulation 5.03.6.3 – Work in close proximity or, OPR 6204 (ORHVS) Section 7 – Live Work. This implies that certain work on the power line (LV or HV) can commence with both systems alive utilizing prescribed live work techniques.



2. CLEARANCES FOR EQUIPMENT MOUNTED ON POWER LINE STRUCTURES

Section 15 is concerned with the safety of people by placing live conductors out of reach. It is not concerned with equipment or performance of the system. It is concerned with the clearances between a live conductor and another circuit's conductor or other places that a person may occupy. It does not apply to conductors of the same power line. It does not cover all possible configurations. It does not apply for clearances to insulated systems such as LV ABC, insulated services or MV cables.

Table 1, column 2 gives a minimum safety clearance for each system voltage. This is the minimum distance to an energized conductor that a person may approach with reasonable safety. There is a reasonable safety margin built into these distances to ensure that there will be a low probability of breakdown of the air between the conductor and a person at this distance.

The determination of clearances for specific cases is based on the determination of an "object" space, which is added to the electrical clearance. As an example the clearances given in column 3, minimum clearance to a power line above ground outside townships, is based on an object space of 4.9m. The object in this case is the largest vehicle that will normally pass under the power line. This 4.9m object clearance is added to the electrical clearance of 0.3m at 22kV to give the 5.2m clearance for a 22kV power line.

Equipment on power line structures

Table 2: Minimum clearance for live terminals of equipment mounted on line structures

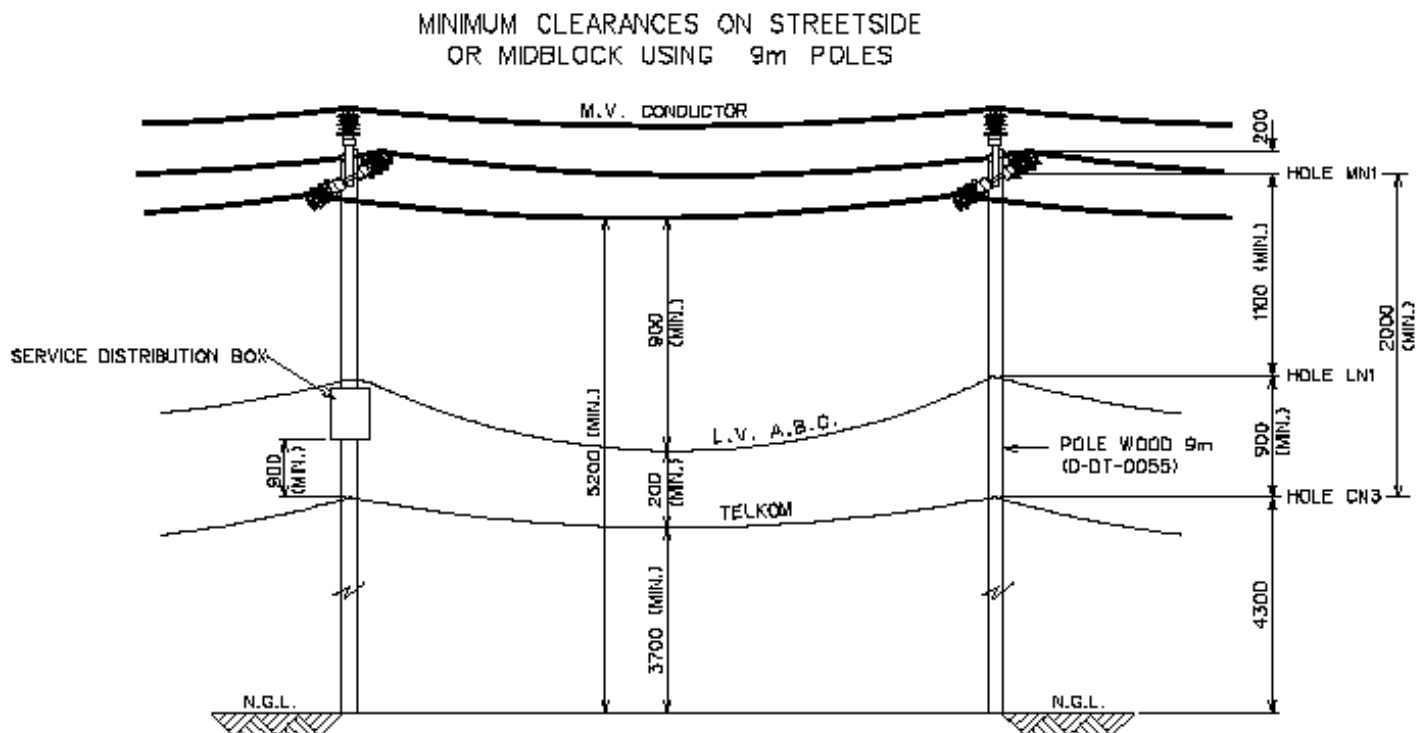
MAXIMUM RATED PHASE TO PHASE VOLTAGE	b) MINIMUM CLEARANCE IN METERS	
1.1 or less	-	3.6

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7.2	0.15	3.7
12	0.20	3.9
24	0.32	4.0
36	0.43	4.2

While the height of the power line is specified in the regulations the case of electrical equipment mounted on power line structures is not. The object space for this type of situation and the subsequent overall ground clearance was agreed to with the Inspector. The clearances are given in table 2. This is as per the Department of Manpower reference 34/2/4/1/2 of 5 May 1992.

The clearances given in table 2 are the clearance between the live terminals of the structure-mounted equipment and ground level. Since the equipment that Eskom install on poles does not have bushings at a consistent height from the base of the equipment the Distribution Standard mounting heights have been developed by ensuring that the equipment base is at a height of 4m from ground level.



3. LOW VOLTAGE

- ABC (Without Telkom) ABC (With Telkom)
 - a) Main roads : 5,1m : 5,3m
 - b) Across roads in townships : 4,7m : 4,9m
 - c) Along roads : 3,7m : 3,7m
 - d) Across plots : 3,3m : 3,5m

Note that Eskom and Telkom have agreed that a minimum clearance of 1,8m will be provided between bare Eskom power lines above 1,1 kV, and communication lines at crossing points. For exemptions see part 0 of the Distribution Standard.

- Midspan clearance (Shared services)
 - a) Not less than 0,2m between insulated LV power cables and telecommunication cables.
 - b) Not less than 1,5m between bare MV power conductors and

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telecommunication cables at the worst condition of sagging.

- c) Telkom ground clearances
- over roads : 6,1m
 - along roads in town : 3,6m
- g roads outside town : 3,0m

- Clearances at attachment points on a structure
 - a) Telkom to ground : 4,3m
 - b) Telkom to low voltage conductor : 0,9m
 - c) Telkom to medium voltage conductor : 1,5m

4 SERVICE CABLES

- a) Main roads : 5,2m
- b) Across roads in townships : 4,7m
- c) Along roads : 3,0m (align with Telkom)
- d) Over private property : 2,5m

C3.1.4 LOCATION OF THE WORKS

The village of TONGA lies about 35km from Malelane at the following coordinates (25°42'18.54"S 31°46'51.12"E). Housing is mostly informal, brick and mortar type – there may be a few cases of shacks.



C3.1.5 TEMPORARY WORKS

A schedule for an outage when required will be done as directed by the Engineer.

DESCRIPTION OF THE SITE AND ACCESS

PS.2.1 Location of Site

The Project is located in TONGA, approximately 35km from the municipal offices in Nkomazi area within the Nkomazi Local Municipality, Mpumalanga Province.

PS.2.2 Access to 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.

PS.2.3 Wayleaves, Permissions and Permits

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

PS.2.4 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.

PS.3 Works Committee

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

- a) Construction (Health and) Safety Officer;
- b) Representatives of the Contractor's supervisory staff;
- c) 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 or 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:

- a) 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;

b) Carry out regular inspections, review results and make recommendations where necessary;

c) 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 copies to the Engineer within 10 days of each meeting.

PS.3.2 Contractor Camp Site

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

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

This contract is to be executed in an area surrounded rural settlements and as such safety will be paramount. Furthermore, all due courtesy must be exercised in so far as local resources are concerned (labour and materials).

The Engineer will facilitate all communication with the target community.

(a) Water and Electricity

The Contractor is to make his own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

All water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) Location of Site Office

Suitable sites at each location will be identified once work commences. The contractor will need to make all necessary allowances for his own security, fencing etc.

The contractor is to provide adequate sanitary and waste facilities for his staff and is to ensure that each site camp is kept clean and neat at all times. No littering is to take place at either the camp or on the site.

The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

PS.3.3 Security

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. Provision is made in these specifications for the erection of a security fence around the site offices.

PS.3.4 Water for Construction Purposes

The Contract will be undertaken in an arid area with scarce water resources. The Contractor must make adequate provision in his Tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

PS.3.5 Additional Requirements for Construction Activities

- (a) The travelling public shall have the right of way on public roads, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- (b) Failure to maintain road signs, warning flashing lights, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.
- (c) The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual (SARTSM – Vol 2, Chapter 13).
- (d) The contractor may not proceed with permanent works before the required offices and laboratories of the engineer's site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements, potable water and telephone, e-mail and fax facilities. In the event where the contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, e-mail and fax facilities.

PS.3.6 Temporary Latrines

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

PS.3.7 Moving Existing Services

Services belonging to any public or private authority, which require moving, shall be dealt with in the manner specified in clause B1202.

The plans show the positions of services determined from observations and measurement but neither the Employer nor the Engineer accepts responsibility neither for the accuracy of the information nor for the omission of any information. The Contractor shall locate and mark the positions of hidden services in advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

If so directed by the Engineer, the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at the applicable rates set out in the Schedule of Quantities or, in the absence of such rates, at rates mutually agreed between the Engineer and the Contractor.

Work required on known services has been tabulated in a services schedule. The schedule must be read in conjunction with the services plans.

All communication by the contractor with the relevant authorities in connection with services must be directed through the Engineer.

PS.3.8 Training

Technical skills, generic and management skills training shall be provided with the aim of providing locally employed labour with the technical skills required to undertake the work involved in the Contract, and of furthering small contractor development. Part D of the Project Specifications deals specifically with matters regarding training, and a payment item for that is included in Clause B 1231 of Part B of the Project Specifications.

PS.3.9 Use of Local Resources

A major objective of this Contract is the optimum use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods. Labour-optimising construction is defined in Clause B 1156 of Part B of the Project Specifications.

PS.3.10 Labour-Optimising Construction Activities

(a) General

The portions of the Works listed in Sub clause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction

methods only. Payment for works identified in Sub clause (b) below shall be made in accordance with the pay items provided in the bill of quantities.

In respect of those portions of the Works which are not listed in Sub clause (b), the construction methods adopted and Plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

(b) Operations to be executed using labour-optimising construction methods

The following portions of the Works shall be executed using labour-optimising construction methods:

- i. Clearing and grubbing at inlets and outlets of hydraulic structures
- ii. Cleaning of hydraulic structures
- iii. Excavating for all open drains, culverts, inlet and outlet structures, concrete structures, fence posts, road sign posts and guardrail posts
- iv. Constructing culvert inlet and outlet structures as well as cast in situ slabs, including all masonry work and minor precast work. All concrete shall be mixed by hand or by hand-driven mixing machines
- v. Removing oversize material
- vi. Block paving

PS.3.11 Restrictions on the Use of Personnel in the Permanent Employ of the Contractor

(a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications

- (i) Part C - Provision of the temporary workforce
- (ii) Part D - Provision of structured training

execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

(b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:

- (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options

- (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
- (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

PS.3.12 Community Liaison and Community Relations

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 51 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 51 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

PS.3.13 Construction Programme

(a) Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form, to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

PS.3.14 Drawings

The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce all further paper prints required for the construction of the work.

Any information which the Contractor has control over and which is required by the Engineer to complete the drawings of record shall be made available to the Engineer before the Completion Certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site.

PS.3.15 Quality Assurance (QA)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS.3.16 Health and Safety

The Works will be constructed in an area inhabited by people including many children.

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to

hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Section C1.2.2

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

PS.3.17 Management of the Environment

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above, all requirements of the Environmental Management Plan (EMP) as detailed in C3.3, Particular Specifications, will be adhered to.

PS.3.18 Climatic Conditions

- *The following are the most reliable climatic information available and shall be used unless other values are mutually agreed upon beforehand:*

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Month	Average Rainfall (mm)	Ave Rain Days (Nn)
JAN	192.5	8
FEB	153.4	7
MAR	109.5	6
APR	52.4	3
MAY	16.1	1
JUN	7.6	1
JUL	6.7	1
AUG	12.8	1
SEP	24.8	2
OCT	75.1	5
NOV	99.1	6
DEC	145.1	8
Total	895.1	49

Rainfall gauging will be taken and recorded by the Contractor at his Site Office and agreed with the Engineer on a daily basis.

PS.3.19 Drawings of Record

Any information in the possession of the Contractor, which is necessary for the Engineer's Representative to complete his "drawings of record", must be submitted to the Engineer's Representative before a final payment certificate and a certificate of completion will be issued.

PS.3.20 Borrow Pit Investigation

A borrow pit investigation was undertaken of a proposed material source in close vicinity of the road. An investigation was undertaken in order to assess the engineering geological character of the material source, focusing on the geotechnical properties which will affect the construction of the proposed new road.

The findings of this investigation are elucidated in their report, the summary of which is attached under item C4 of this document. All of the relevant material testing data is included in the report.

• **C3.1.5 TEMPORARY WORKS**

The Employer is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.

The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.

The Contractor shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

The contractor is to ensure that he obtains the necessary wayleaves and departmental approvals prior to commencing with any works within a road reserve or on public property.

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C3.2: ENGINEERING

C3.2 ENGINEERING

C3.2.1 DESIGN

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works (if applicable) and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

C3.2.2 EMPLOYER'S DESIGN

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the LV and MV Reticulation design layouts, if necessary, will be issued during the construction phase.

C3.2.3 CONTRACTOR'S DESIGN

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

C3.2.5 DESIGN PROCEDURES

Not applicable.

C3.3: PROCUREMENT

- C3.3 PROCUREMENT

- C3.3.1 PREFERENTIAL PROCUREMENT

- C3.3.1.1 Requirements

Tenders will be evaluated in terms of the Nkomazi Municipality Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

- C3.3.1.2 Resource standard pertaining to targeted procurement

The Preferential Procurement Policy (PPP) of the Nkomazi Municipality is applicable to this project. Refer to the Tender Data.

- C3.3.2 SUBCONTRACTING

- C3.3.2.1 Scope of mandatory subcontract works for LI items (Labour Rates)

a) . 2.0m deep holes ---Rxxx

b) . 1.8m deep holes --- Rxxx

c) . 1.5m. deep holes --- Rxxx

d) . 1.3m deep holes ---- Rxxx

e) . Then the rates per day is R270

f) Hiring of Mobile toilets – R2500/month

However, local subcontractors should be considered provided they are capable.

- C3.3.2.2 Preferred subcontractors/suppliers

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

- C3.3.2.3 Subcontracting procedures

The contractor is solely responsible for negotiating with local subcontractors.

- C3.3.2.4 Attendance on subcontractors

Not applicable.

C3.4: CONSTRUCTION

- C3.4 CONSTRUCTION

- C3.4.1 WORKS SPECIFICATIONS

The following specifications shall apply for the construction of the Works.

- C3.4.1.1 Standard Specifications

International and/or South Africa specifications and standards cover certain aspects of design and construction. Those listed below are deemed to be an integral part of this specification. Should any contradiction or difference exist between any specification and standard, the most stringent will apply.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

The term "Engineer" must be replaced by "Employer's Agent" wherever it appears in these standardized specifications.

- C3.4.1.2 National and International Standards

The SANS or BS Specifications and Codes of Practice shall apply for the construction of the Works.

Wherever any reference is made to the South African National Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be used (OOG-001E), this reference shall be deemed to read "SANS or equivalent standard" and BS or equivalent standard" respectively.

- C3.4.1.3 Particular Specifications

The following Eskom standards and bulletins apply to this document.

Part 0: Definitions, Abbreviations and Exemptions

Doc.Ref. No.	Rev. No.	Description	Rev. Date
SCSASAAM0		Standard: Structures, definitions, abbreviations and exemptions	April 1998

Part 1: Planning

Doc.Ref. No.	Rev. No.	Description	Rev. Date
SCSAMAAF0	0	Planning and design. Section 1: Planning and design processes and standards overview	January 2003
SCSASABJ5	0	Planning and design. Section 2: Electrification planning - rural	January 2003
SCSASABJ6	0	Planning and design. Section 12: Electrification design - rural	January 2003
SCSASAB06	0	Planning guidelines Section 20: Book - Quality of supply standards the Electricity Act	January 2003
SCSASAB07	0	Planning guidelines Section 21: Book - Electrification technology options	February 2003
SCSASAB09	0	Planning guidelines Section 23: Book - electrification load forecasting	February 2003
SCSASABP1	0	Planning guidelines Section 25: Book - electrification technology section	February 2003
SCSASABP3	0	Planning guidelines Section 27: Book - Voltage drop apportionment	February 2003

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SCSASABP4	0	Planning guidelines Section 28: Book - LV Feeder Voltage drop calculation methods.	February 2003
SCSASABP6	0	Planning guidelines Section 30: Book - Voltage unbalance	February 2003
SCSASABP7	0	Planning guidelines Section 31: Book - LV Load balancing.	February 2003
SCSASABP9	0	Planning guidelines Section 33: Electrification Indicators	February 2003
SCSASABQ2	0	Planning guidelines Section 40: Tool - Domestic load forecasting tools	February 2003
SCSASABO4	0	Planning guidelines Section 42: Tool - Electrification technology selection	February 2003
SCSASABQ6	0	Planning guidelines Section 44: Tool - Reticmaster	February 2003
SCSASABQ7	0	Planning guidelines Section 45: Analysis tool - CART	February 2003
SCSASABQ8	0	Planning guidelines Section 46: Tool electrification network modelling.	February 2004
SCSASABR0	0	Planning guidelines Section 48: Sag and tension calculations	February 2003
SCSASABR1	0	Planning guidelines Section 49: Tool - Financial evaluation calculations	February 2003
SCSAGAAI3	0	Project indicators to be used in electrification projects.	June 2000
SCSAGAAS3	0	Eskom (Distribution) insulator manual Part1 - Overview, selection and procurement of high-voltage, outdoor insulators.	January 2003
DT04/98	0	Effect of MV voltage on cost per connection	R Stephen
99TB-020	2	Rural electrification design philosophies and parameters	I Ferguson

Replaces DT38/98 Electrification design & planning parameters

Part 2: Earthing

Doc. Ref. No.	Rev. No.	Description	Rev. Date
SCSASAAAL9	2	Standard: MV & LV reticulation earthing	April 1998
DT005/96	0	Earthing at transformers supplying LV customers	A Abrosie
DT018/97	2	Auto-recloser earthing	R Theron
DT02/98	0	Earthing - Crow's foot	A Abrosie
Doc. Ref. No.	Rev. No.	Description	Rev. Date
SCSASABE7	1	General information and requirements for overhead lines up to 33kV with conductors up to Hare/Oak.	Sept 2001
SCSASAAP2	0	22kV overhead reticulation up to Hare/Oak conductor (particular requirements)	Sept 2002
SCSASABE5	0	Distribution Standard Part 4: medium voltage reticulation Section 4: 33kV overhead reticulation for conductors up to Hare/Oak (particular requirements).	Sept 2002
SCSASABB6	1	MV reticulation/ 19kV Single Wire Earth Return (SWER) overhead reticulation	Aug 2003
SCSAGAAQ0	0	Distribution Standard Part 4: Medium Voltage Reticulation Section 8: Rural Reticulation Protection: Network Philosophy.	Oct 2003
SCSAGAAP9	0	Distribution Standard Part 4: Medium Voltage Reticulation Section 8: Rural Reticulation Protection: Settings Philosophy.	Oct 2003

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Part 3 Low Voltage			
Doc. Ref. No.	Rev. No.	Description	Rev. Date
SCSASAAM2	4	Standard: LV overhead reticulation Drawings Three phase design spans (excel spreadsheet)	May 2001
DT005/97	0	LV protection and the OHS Act	GA Whyte
DT03/98	0	Insulation piercing connector (IPC) clamps	A Abrosie
DT10/98	0	Platipus percussion stay/rick anchor approval	BP Hill
99TI-04	0	No rock anchor in soft rock DDT0357R2	BP Hill
99TI-010	0	MV/ LV staying	BP Hill
99TB-023	0	ABC connectors	G Stanford
00TB-036	0	Review of current practices on low voltage ABC Networks.	GA Whyte
SCSSCAAD5	4	Specification: Aerial bundled conductor with uninsulated (bare) neutral	March 2000
SCSSCAAL4	2	Specification: Fittings for bare neutral ABC	May 2000
SCSSCAAS7	1	Specification: Parallel groove (PG) clamps (Al/Al) for low and medium voltage overhead powerlines.	February 2003
SCSSCAA01	1	Specification for conventional stay planting, percussion stay and rock anchor installations and compaction testing	June 2002
SCSAGAAF5	1	LV protection philosophy	April 1999
SCSAGAAH8	0	Standard: LV protection philosophy for low consumption areas	August 2000

Part 8 Services – Standards			
Doc. Ref. No.	Rev. No.	Description	Compiler
SCSASAAS3	2	LV Services - Electrifications. Drawings	A Abrosie

SCSASABA6	2	Outdoor LV services for small power and large power users. Drawings	T Gillard
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Technical Bulletins Part 8 Services			
Doc. Ref. No.	Rev. No.	Description	
DT06/97	0	Concentric cable	
DT13/97	0	Energy control units and earth leakage protection	
DT12/97	0	Polarity tests for newly electrified house	
DT16/97	0	50A pole top box MCB	
DT19/97	0	Electrification - single phase supply options	
DT20/97	0	50A pole top breaker – electrification	
DT21/97	0	Installation certificate for energy control unit	
DT09/98	0	2-way pole top box	
DT07/98	0	Service connections - concentric cable	
DT17/98	0	Ordering and implementation of 2.5A prepayment meters	
DT03/99	0	Interface with TELKOM for joint use	
99TI-03	0	Luminaires with ECU & ED supplies	
99TI-06	0	60A connections from pole top boxes	

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99TI-02R1	0	ECU installations and change-outs
01TI-02	0	Minimum fault levels at the end of LV service connections in electrification areas.
01TI-03	0	Standard passive units.
01TI-04	0	MANDATORY COMMISSIONING TESTS FOR NEW INSTALLATIONS.um fault levels at the end of LV service connections in electrification areas.

NRS / SABS / IEC / British

Any relevant bulletins, specifications of material and standards required for successful completion of the project are also applicable:

- SABS 0142:1993, *The wiring of premises.*
- SABS 780:1979, *Distribution transformers.*
- SABS 1524-1:1994, *Electricity dispensing systems — Part 1: Single-phase electricity dispensers.*
- SABS 1619:1995, *Small power distribution units (ready boards) for single-phase 230 V service connections.*
- NRS 016:1995, *Electricity distribution — Code of practice for the earthing of low-voltage distribution systems.*
- NRS 032:1993, *Electricity distribution — Service distribution boxes — Pole-mounted types for overhead single-phase a.c. service connections at 230 V.*
- NRS 041:1995, *Electricity transmission and distribution — Code of practice for overhead power lines for conditions prevailing in South Africa.*
- NRS 043:1997, *Code of practice for the joint use of a pole route for power and telecommunication lines.*
- NRS 018-4:1996, *Fittings and connectors for LV overhead powerlines using aerial bundled conductors — Part 4: Strain and suspension fittings for aerial services cables.*
- NRS 038-1:1997, *Electricity Distribution? Concrete poles? Part 1: Concrete poles for LV and MV overhead distribution systems*

• **C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses, the Standardized Specifications allow a choice to be specified in the Specification Data between alternative material or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the Specification Data. It also contains such additional specifications as are required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix “B” followed by a number corresponding to the number of the relevant clause or payment item in the Standardized Specifications. New clauses and payment items not covered by clauses or payment items in the Standardized Specifications if included here are also designated “B”, followed by a number. The new numbers follow on the last clause or item number used in the relevant section of the Standardized Specifications.

Clauses and pay items referring to labor intensive methods are prefixed by “L” in the project specifications.

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(A) SECTION 1300: CONTRACTOR'S SITE ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**B1301 PAYMENT**

Add the following at the end of Item 13.01(1).

" and provided the Contractor has fulfilled his obligations as far as the Engineer's

office, laboratory and housing accommodation is concerned".

Add the following new pay item:-

Item Unit

B13.01(a) Services for Community Liaison Officer (provisional Sum) Months

The CLO will be paid **R6500/pm**. Contractor will only claim

Handling fee under item B13.01 (b)

B13.01(b) Handling cost and profit in respect of sub-items B13.01(a) %B13.02.....Training:

(a)	Provisional sum for training allowance to targeted labour undergoing training	
(i)	Technical Skills	No
(ii)	Generic Skills	No
(iii)	Entrepreneurial skills	No
(iv)	Remuneration of labours undergoing technical skills training.	No
(v)	Training Venue	No

Payment of items will be based on acceptable quote from at least three accredited training service providers. Payment will be as invoiced from nominated service provider after completion of training.

Contractor will claim handling fee under item B13.03 (b)

(b) Contractors handling costs, profit and all other charges in respect
%of sub-item B13.03 (a)

B13.03(a) Contractors time related obligation in OHS:

All staff and compliance in respect of occupational health and safety Act, construction regulations and **COVID-19 (C19 OHS)**.

B13.03(b) Contractors time related obligation EMP:

All staff and compliance in respect of Environmental Management Plan regulation will be paid by the contractor . Months

B13.04. Relocation and/or protection of existing services:

(a) By the contractor

Payment of the item will be based on actual length of relocation and or Protection of Services Including equipment to carry out the required relocation and/or protection of services.

Any materials to be used must be approved by the Engineer on site.

(b) By the service provider (provisional Sum)

Invoice of nominated and approved service provider will be certified for payment after work done. Contractor will claim handling fee under item B13.02 (c).

(c) Handling cost in respect of B13.05 (b) %

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B13.05

Information Board

Supply, transport to site and erect contract signboardNumber (No.)
as indicated on drawing.

B13.06. Hand excavation to determine the position of existing
service in soft material..... m³

Payment for excavation in soft material by hand as directed By Engineer on site

(B) SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**B1401 OFFICES AND LABORATORIES****(a) General**

Delete the fourth sentence in the first paragraph of Sub-clause 1402 (a) and replace with:

Office buildings shall have timber or concrete floors covered with edge-to-edge foam-backed needle-punched carpeting, and laboratory buildings shall have concrete floors.

Add the following new paragraph at the end of this sub-clause:

The offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the contractor's offices and laboratory, and the entire area shall be fenced with security fencing and provided with a gate. The contractor shall take all reasonable precautions to prevent unauthorised entry to the Engineer's offices and laboratories and to ensure the general security of the offices and laboratories.

B1401 MEASUREMENT AND PAYMENT

Amend the following pay items under item:

Item . Unit

B14.01 Office and laboratory accommodation

(a)	Office accommodation for the Engineer	Month
-----	---------------------------------------	-------

Payment will be provision of renting the office of the Engineer from local office parks or rental of mobile office space.

(b)	Handling cost and profits in respect of sub-item B1401 (a)	%
-----	--	---

B14.03 (b) Prime cost items and items paid for in a lump sum:

Add the following sub-items

(d)	Provisional Sums items
-----	------------------------

(i)	Provision for use by the Engineer for an independent Geotechnical laboratory No
-----	---

Payment will be as invoice by the independent laboratory for test conducted on instruction of Engineer

(ii)	Handling cost and profits in respect of sub-item B1403 (d) (i)	%
------	--	---

(iii)	Provision for Training of Engineering Technician	Month
-------	--	-------

Payment will be made monthly for the remuneration of Engineering Technician appointed by Client/Engineer for on-site Training.

(iv)	Handling cost and profits in respect of sub-item B1403 (d) (iii)	%
------	--	---

(v)	Provision for use by Engineer of Surveyor	No
-----	---	----

Payment will be as invoiced by the Surveyor for work conducted on instruction of Engineer

(vi)	Handling costs and profit in respect of sub item B14.03 (d)(v) above	%
------	--	---

(vii)	Provision for use by Engineer of Environmental Specialist	No
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Payment will be as invoiced by the Environmental Specialist for work conducted on instruction of Engineer

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- (viii) Handling costs and profit in respect of sub item B14.03(d)(vx) above %
- (ix) Provision of a direct independent telephone line for the Engineer Month
, including the cost of calls in connection with contract administration and telephone rental
- (x) Handling costs and profit in respect of sub item B14.03(d)(ix) above %
- (xi) Provision of Site Monitoring Fees- Resident Engineer Month
- (xii) Provision of Site Monitoring Fees- Assistant Resident Engineer Month
Payment will be as invoiced by the Engineer for work conducted
- (xiii) Handling costs and profit in respect of sub item
B14.03(d)(xi) and (xii) above %
- (xiv) Provision of safety consultant Month
Payment will be as invoiced by the Safety Consultant for work conducted on instruction of Engineer
- (xv) Handling costs and profit in respect of sub item %
B14.03(d)(xiv) above
- (xvi) Provision of social facilitator Month
Payment will be as invoiced by the Social Facilitator for work conducted on instruction of Engineer
- (xvii) Handling costs and profit in respect of sub item
B14.03(d)(xvi) above %
- (xviii) Provision for Independent Engineer for Design Reviews Month will
be as invoiced by the Independent Engineer for work conducted on instruction of Engineer
- (xix) Handling costs and profit in respect of sub item (xviii) above %

(C) SECTION 1500: ACCOMMODATION OF TRAFFIC**B1502 GENERAL REQUIREMENTS****(e) Access to properties**

Add the following:

“Where the alignment of the new road coincides with the alignment of the existing road, a number of accesses to private properties will have to be operational and maintained during the constructional period. No separate payment will be made for providing acceptable and safe access across the new road at all times during construction of the road.”

- **(i) Traffic safety officer**

Add the following after subclause (viii):

“(ix) Be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works

(vi) Arrange for the removal of broken down vehicles that obstruct the normal traffic flow

The Contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with the words “CONTRACTOR TRAFFIC CONTROL” and/or “AANNEMER VERKEERSBEHEER” in clearly legible letters shall be mounted on the vehicle at least 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55W. The flashing lights shall always be switched on and the warning sign be displayed when the vehicle is used on the site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the Contractor's cost for his establishment and general obligations (Section 1300).”

Add the following new sub clauses:

- **“(j) Handing over the site**

The total extent of the site between the limits of construction as described in this document and indicated on the drawings will be handed over to the contractor at the commencement of the contract period. The engineer however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change.

- **(k) Use of explosives in close proximity of temporary deviations**

The contractor shall arrange all necessary traffic control and other requirements to safeguard the traffic on temporary deviations during blasting operations.

- **(l) Land taken up for deviations**

Negotiations with landowners to obtain the land taken up by temporary deviations will be undertaken by the employer. A prime cost sum is allowed in the bill of quantities for payment of compensation to affected landowners. All other negotiations regarding temporary access to properties, land-use, fencing requirements etc. shall be dealt with by the contractor in conjunction with the engineer and be confirmed in writing and be kept on record by the contractor.

- **“(m) Maximum lengths of construction areas**

A temporary deviation, where the proposed road follows the existing route shall be constructed along the length of existing road. Traffic shall generally be accommodated as follows:

On a two-way two lane gravel deviation (Class 1) constructed partially outside or adjacent to the existing road reserve boundaries of road.

(i) On one-way single lane gravel deviation (Class 2) constructed inside the existing road reserve boundaries and on either side of road. In this instance special cognisance shall be taken to accommodate traffic to private properties.

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A maximum length of one section of approximately 5,0km or two sections of 3,0km each of deviation (Class 1 or 2) shall be operational at a time and no relieve of this limitation shall be considered by the engineer except where the programme necessitates such at the construction of bridges.”

- **B1503 TEMPORARY TRAFFIC CONTROL FACILITIES**

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, and Chapter 13: Roadwork Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria).”

(b) Road signs and barricades

Add the following:

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer.”

(c) Channelization devices and barricades

Add the following:

“Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorized, with class 1 yellow sheeting on the side facing oncoming traffic.
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Engineer.”

- **(e) Warning devices**

Add the following:

“It is a requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of at least 150mm high. It shall be a requirement that the contractor also provides the engineer's site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

- **B1514 TEMPORARY FENCING AND GATES**

Replace the contents of this clause with the following:

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"Where temporary fencing is ordered by the engineer, it shall be paid for under item 55.06 of the standard specifications. The temporary fencing shall be new fencing material, which shall subsequently be dismantled and removed and erected at an alternative position as directed by the engineer. When ordered by the engineer, temporary fences and gates shall be moved to new locations or either left in place or when no longer required be dismantled and removed from site if so directed. Allowance is made in the bill of quantities for moving existing fences and gates."

Add the following clause:

- **B1517 RETRO-REFLECTIVE MATERIAL**

"Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in Clause B 8118. The value of the coefficient of Retro- Reflection shall be at least 60% of the values indicated in Table B 8118/1."

- **B1518 MEASUREMENT AND PAYMENT**

Renumber item 15.01 as B15.01 and add the following:

"The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations."

Renumber item 15.03 as B15.03 Add the following sub-item:

"ITEM	UNIT
B15.14	The provision and maintenance of rotating lights, etc. for the use of the Engineer and his staff

(a) Rotating Amber lights	number (No)
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(b) Safety vests	number (No)
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The unit of measurement shall be the number of Rotating Amber lights and Safety Vests supplied to the supervisory staff.

The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contract".

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(D) SECTION 1700: CLEARING AND GRUBBING

B1702:	DESCRIPTION OF WORK a) Clearing Add the following: Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross- sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable. Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200.	
B1704:	MEASUREMENT AND PAYMENT	
	Item	Unit
	B17.07	Removal of topsoil material and temporary stockpiling thereof in:
	a) Topsoil in windrows alongside the work area	cubic metre (m ³)
	b) Topsoil in windrows on the edges of borrow pits or spoil areas	cubic metre (m ³)
	The unit of measurement for items (a) and (b) shall be the cubic metre of topsoil removed to windrow or temporary stockpile. The volume of topsoil removed shall be measured in cut, calculated from the difference in cross-sections of the natural ground level before the commencement of clearing to cross-sections taken after the removal of the topsoil. The contractor shall constantly liaise and agree with the Engineer as to the depth of topsoil to be removed. Where, in the opinion of the Engineer, material that would not normally be classed as topsoil to be removed. Where, in the opinion of the Engineer, material that would normally be classed as topsoil has also been excavated, the excavation shall be backfilled and compacted with selected material at the contractor' expense. Should material that is deemed by the Engineer not to be topsoil, be removed and stockpiled together with material classed as topsoil, the contractor shall be responsible for the removal of this unsuitable soil from the stockpile and the replacement of the quantity of topsoil contaminated by the unsuitable material at his cost. The quantity of topsoil to be replaced shall be determined by the Engineer. The rates tendered shall include for the excavation of the topsoil and where required, the loading and hauling thereof to temporary stockpile as well as the maintenance of the stockpile until re-use of the material. The rates tendered shall also include for all supervision required to ensure that only topsoil is removed.	

C3.5: MANAGEMENT

• **C3.5 MANAGEMENT**

C3.5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

1) **SANS 1921-1**

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract.

The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible, except the as built documentation and drawings. (Updated by Hand)
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The Electrical Engineer is Brighton Musa (Hoxana Consulting Engineers)
4.3.1	The planning, programme and method statements are to comply with the following: 1) Monthly updated Gantt Chart (Microsoft Projects) 2) Projected Monthly Cash flow Projection

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	State requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, etc., if not provided in the contract data. Provide particulars of phased completion, programme constraints, milestone dates for completion, etc., as necessary. State requirements for sequencing, as required. State any requirements for software for programmes.
4.3.3	The notice period for inspection is 2 Days
4.7.3	No overbreak allowances for blasting are provided for.
4.9.3	The trees and shrubs which are not to be disturbed are identified in the scope of work.
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: 1) To be determined by the Engineer on site.

4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 2470 mm high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 2470 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: 1) The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.
	2) Contractor will be held responsible for any damage to existing services caused or arising out of his operations and any damage to shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur. 3) Tie-ins to the existing water connections to be arranged with the Client.
4.17.3	Services which are known to exist on the site are: Electrical installations that are non compliant
4.17.4	The requirements for detection apparatus are: 1) None
Additional clauses	

1 Site meetings and procedures

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

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

2 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : A
- b) electricity : A

Service	Option
	A
	Contractor responsibility
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.

SITE FACILITIES REQUIRED

No existing facilities are available. All the necessary site facilities shall be provided and maintained by the Contractor. The requirements regarding notice boards, laboratories, accommodation and survey equipment for use by the Engineer. etc. are set out below, and further in 4.2.1 (Variations from Standard Specifications) and as reflected in the Schedule of Quantities.

Temporary Offices and Storage Sheds

The Contractor shall provide, erect, maintain and remove on completion of the Contract, temporary offices and sheds for the proper storage of materials and for the use of his workmen.

An office of minimum size 4m x 5m with a table and at least 10 chairs must be provided as a venue for site meetings.

Source of Water Supply and Power Supply

The Contractor shall make his own arrangements regarding the connections and supply of water and electrical power for the works, the Contractor's Camp and Depot and the Engineer's office.

The Contractor shall further make his own arrangement regarding the possible conveyance and storage of water if necessary.

Sanitary Facilities

A suitable toilet facility must be provided and maintained at the main office (portable toilet suitable) by the contractor.

The Contractor shall provide and maintain adequate and approved temporary ablution and latrine facilities for his workmen on site and remove such on completion.

Telephone Facilities

No telephone facilities are available from the Employer. The Contractor is advised to establish his own communication facilities from the site to his outside organizations.

The contractor shall provide and maintain a cellphone for use by the Engineer's representative on site, for official use only, for the duration of the contract.

Accommodation for the Engineer

Rented accommodation will be required during the course of the construction of the works. A provisional sum has been provided for this purpose in the schedule of quantities.

One carports 3m wide and 2.5m high is to be provided for the specific use of the Engineer and his representatives.

Survey equipment and Assistants

The Contractor shall, in accordance with the requirements of SANS 1200AB (as amended) provide survey equipment and assistants for the exclusive use of the Engineer and his staff.

FEATURES REQUIRING SPECIAL ATTENTION

Existing Services

Although the plans may show the approximate position of existing underground services, neither the Employer nor the Engineer will accept the responsibility for the accuracy or for any omission that may have been made.

The Contractor shall take all reasonable steps to protect any existing works against damage which may arise as a result of his operations on the site.

The Contractor shall acquaint himself with all existing works. Before any excavation is commenced the Contractor shall submit to the owners of such works plans showing the extent of the proposed excavations together with a programme giving approximate dates on which excavations will be commenced, and shall where possible, obtain from the owners plans showing the position of all existing works.

Where the Contractor anticipates that it will be virtually impossible for him to carry out the work without causing damage to existing services or works, and the Engineer in his discretion feels such damage is likely to occur, the Contractor shall make arrangements with the authority concerned to temporarily remove, deviate, protect or suspend the work or service concerned and pay the costs incurred, which shall be reimbursed to the Contractor.

Before backfilling above the level of any existing work, the Contractor shall advise the owners of the work, telephonically, three days in advance, that the exposed works are to be covered up. The telephonic information shall be confirmed immediately in writing and a copy of the written confirmation shall be lodged with the Engineer's Representative before backfilling above the level

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of the existing works may be commenced.

The Contractor shall be responsible for the proper consolidation of the ground under and around any exposed mains, cables, valves, stopcock boxes and the like.

The uncovering of boxes and covers that may become buried during excavation or refilling operations will be at the expense of the Contractor.

When crossing under or running parallel to poles supporting electrical services, they shall be sustained securely in place until the work is complete and shall then be made safe as before.

Where any existing services are crossed or temporarily removed, the Contractor shall be responsible for the repair and/or reinstatement of the crossings to the satisfaction of the owners and the Engineer's Representative.

The Contractor shall be held responsible for damage to any existing works and any damage caused, including any claims which may arise as a result therefrom. All such claims shall be borne by the Contractor, unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable and that the notices were served timeously.

All damage done to existing works shall be immediately notified to the owners concerned and to the Engineer. If so directed by the Engineer, the positions of any existing work shall be changed by the Contractor to meet the requirements of the proposed work and the cost of such changes will be paid for as extra works.

PRESERVATION OF THE SITE

The Contractor shall take the utmost care to prevent the starting of veld fires, and in the event of such fires starting, he shall immediately use all his labour force to limit and extinguish them.

The Contractor shall not permit the destruction of, or injury to, wild animals or bird life within the site of the works during the period of the contract.

During the progress of the work and at the completion thereof the site is to be kept, and left, in a clean and orderly condition to the satisfaction of the Engineer. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the premises free from debris and obstruction.

Only trees marked and indicated by the Engineer may be removed.

KEY PERSONNEL

The Contractor shall furnish the Engineer with a list of addresses and telephone numbers of key personnel in the Contractor's organization who may be contacted in an emergency both during and outside office hours.

SAFETY OF WORKMEN

The safe conduct of the Works shall be a primary consideration and the entire Works (until completion or termination of the contract) shall be carried out in conformity the Occupational Health and Safety Act, Act 85 of 1993 and all other applicable statutory regulations and requirements and Tenderers must price their tenders accordingly. Particular attention is drawn to the following:

- (a) If the Contractor has more than 20 employees, a health and safety representative (or representatives) must be designated.
- (b) The Contractor is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
- (c) The Contractor accepts sole responsibility for compliance with the relevant duties, obligations and prohibitions by the Act, and expressly absolved the Employer and the Employer's consulting engineers of responsibility for compliance with the Act in respect of the work included in the contract.
- (d) The Contractor shall be obliged to report forthwith to the Employer any

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investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act pursuant to work performed on behalf of the Employer.

C3.5.2 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

C3.5.3 Unauthorized persons

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

C3.5.4 Daily records

Site Diary, Site Instruction Book, Test Record and Drawing Register, Survey Data

C3.5.5 Payment certificates

The monthly claim for payment to the Contractor will be set out on typed form similar to the schedule of quantities. A Preliminary copy will be submitted to the Engineer for approval whereafter it will be returned, with or without changes, to the Contractor for submission of the final payment claim.

C3.5.6 Permits

Blasting Permit will be required as necessary.

C3.5.7 Proof of compliance with the law

The Contractor shall conform in all respects to the requirements contained in regulations by higher authorities. Such regulations shall include inter alia:

- (a) National Building Regulations and Standards Act, 1996 (Act 29 of 1996).
- (b) Electricity Act, 1996 (Act 88 of 1996).
- (c) The Mines and Works Act, 1995 (Act 27 of 1995).
- (d) The Occupational Health and Safety Act No 85 of 1993 and the Compensation for Occupational injuries and Diseases Act No 130 of 1993.

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- (e) The Local Municipal By-Laws and Regulations as well as the regulations of the Local Supply Authority.
- (f) The Local Fire Regulations.
- (g) The regulations of Telkom.
- (h) The regulations of Eskom.
- (i) The regulations of the Local Gas Board where applicable.
- (j) The standard regulations of any Government Department or public service company where applicable.
- (k) The Explosives Act (Act 26 of 1956).
- (l) Environmental Conservation Act, 1989 (Act 73 of 1989).

The Contractor will be responsible for all fees or charges by law and shall indemnify the Employer and the Engineer against all penalties and liabilities of any kind, or breach by the Contractor on any of the Conditions due by the law, except insofar as amended or specifically allowed by the Engineer.

C3.5.8 Annexes

Particular Specifications: (Occupational Health and Safety Specifications, Environmental Control Plan) and Drawings (Drawings are bound in as part of this document)

C3.6: HEALTH AND SAFETY

- **C3.6 HEALTH AND SAFETY**

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan which includes the COVID-19 plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Engineer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

(a) Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

(b) COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020

The Contractor shall be required to comply with the COVID-19 Occupational Health and safety Measures in Workplaces act: COVID-19 (C19 OHS),2020 for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remain in force. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works or termination of contract.

C3.6.2 PROTECTION OF THE PUBLIC

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

C3.6.3 BARRICADES AND LIGHTING

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

- C3.6.4 TRAFFIC CONTROL ON ROADS

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

- C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.

- C3.6.6 AIDS AWARENESS

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

- C3.6.7 COVID-19 AWARENESS

All construction personnel shall be given an COVID-19 Awareness briefing session by the Safety Officer.

GENERAL

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

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PARTICULAR SPECIFICATIONS

SECTION OHS: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

- OHS 1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations **and the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19(C19 OHS), 2020.**

In terms of the OHSA Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993, the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020.**

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014 as well as **COVID-19(C19 OHS), 2020**, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

- OHS 2 DEFINITIONS

For the purpose of this contract the following shall apply:

Employer where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **“client”** as defined in the Construction Regulations 2014. **“Employer”** and **“client”** is therefore interchangeable and shall be read in the context of the relevant document.

- (c) **“Contractor”** wherever used in the contract documents and in this specification, shall have the same meaning as **“Contractor”** as defined in the General Conditions of Contract.

In this specification the terms **“principal contractor”** and **“contractor”** are replaced with **“Contractor”** and **“subcontractor”** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (d) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

• OHS 3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020** and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

• OHS 4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

• OHS 5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

• OHS 6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

• OHS 7 APPOINTMENT OF SAFETY PERSONNEL

7.1 **Construction Supervisor**

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunneling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (s) Construction employees' facilities as described in Regulation 30.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

• OHS 8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

• OHS 9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

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(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

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(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation

20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations

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(Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

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(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations and **the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.**

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations and **the COVID-19 Measures in Workplaces** applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33 **and COVID-19 (C19 OHS),2020**, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

- **The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations and the COVID-19 (C19 OHS),2020 as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.**

OHS 10 **MEASUREMENT AND PAYMENT**

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

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The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

□ **AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT NO 85 OF 1993**

THIS AGREEMENT is made between.....

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

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

in his capacity as:

.....

AND:

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

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

in his capacity as:

..... duly authorised to
sign on behalf of the Contractor.

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

CONTRACT:.....

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

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4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

□ **CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

• Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter:..... ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:..... ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

ELECTRIFICATION OF TONGA

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
 -
 -
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor:
 - Qualifications or details of competency of the subcontractor:
5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Tenderer)

□ **PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

• **NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor.

- (b) Name and tel. pf principal contractor's contact person:

2. Principal contactor's compensation registration number:

3. (a) Name and postal address of client :

- (b) Name and tel. no of clients contact person or agent:

- 4 (a) Name and postal address of designer (s) for the project:

- (b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

6. Name/s of principal contractor's sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

7. Exact physical address of the construction site or site office:

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ELECTRIFICATION OF TONGA

8. Nature of the construction work:

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site.

Total: _____ Male: _____ Female _____

12. Planned number of contractors on the construction:

13. Name (s) of contractors already selected.

Principal Contractor

Date

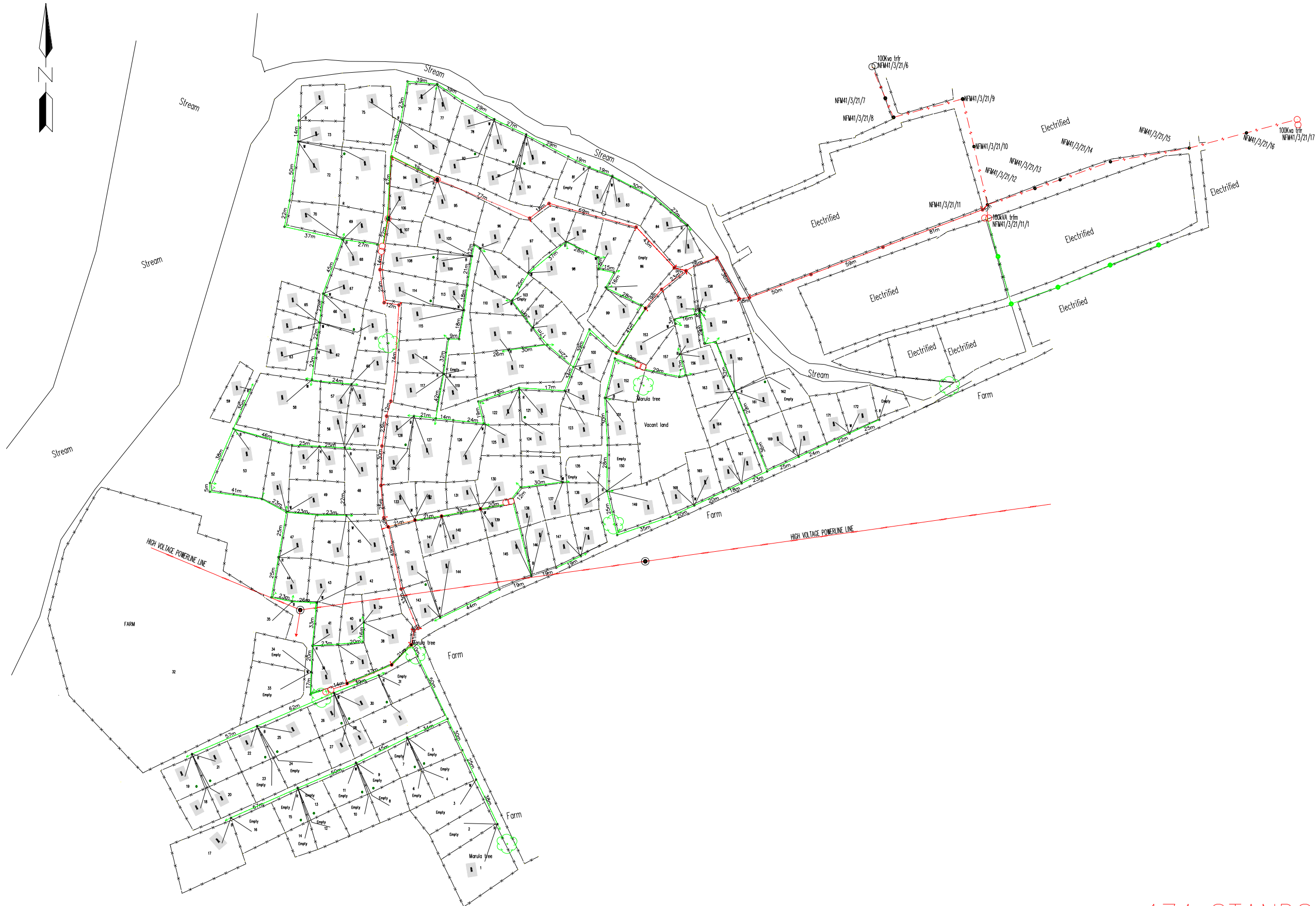
Client's Agent (where
applicable)

Date

Client

Date

ANNEXURE B: DRAWINGS FOR TENDER PURPOSES



174 STANDS

SYMBOL	DESCRIPTION
	LV POLE WITH STAY
	LV POLE WITH STRUT
	LV POLE WITH SHORT STAY
	LV POLE WITH FLYING STAY
	MV POLE WITH STAY
	MV POLE WITH STRUT
	MV POLE WITH SHORT STAY
	MV POLE WITH FLYING STAY
	100kVA TRANSFORMER
	LV POLE
	MV POLE
	SHARING POLE
	KICKER POLE (5,7,9m)
	LINK/BREAKER/SEC./METER UNIT
	MV FUSE
	LV FUSE
	CABLE JOINT(MV+LV)
	MV CROWS FEET / EARTH SPIKE
	LV CROWS FEET / EARTH SPIKE
	SA.
	HIGH MAST
	ABC 35mm 1 PHASE
	ABC 35mm 2 PHASE
	ABC 35mm 3 PHASE
	ABC 70mm 3 PHASE
	ABC 35mm + STREET LIGHT CABLE
	ABC 70mm + STREET LIGHT CABLE
	LV FOX COND.
	LV GOPHER COND.
	LV HARE COND.
	LV MINK COND.
	3X95mm2 Cable
	110mm GALV. STEEL SLEEVE
	MV FOX CONDUCTOR, EXISTING
	MV FOX CONDUCTOR, NEW
	MV 95 mm2 ABC CONDUCTOR
	INTERNAL MV MINK CONDUCTOR
	MV SQUIRREL CONDUCTOR
	MV WOLF CONDUCTOR
	MV DUAL PHASE(F/G/H/M/SQ/W)
	SERVICE CONNECTIONS 4/10/16mm
	SERV. CONNec. U/G 4/10/16mm
	LV CONDUCTOR PHASING
	POLE BOX CONNECTION PHASE
	STREET LIGHT
	STREET LIGHT CABLE
	TELKOM LINE
	TELKOM POLE
	TREE
	TAP
	BOREHOLE
	WATER TANK/RESEVOIR
	MANHOLE
	PIPELINE
	POWERLINE
	SEWER LINE
	STREAM
	FENCE
	STRUCTURE
	GRAVEL ROAD

AS-BUILT RECORD			
CONTRACT No.	DESCRIPTION	CERTIFIED BY	DATE

CERTIFIED AS-BUILT FOR CONTRACT :

ENGINEER DATE

[illegible]

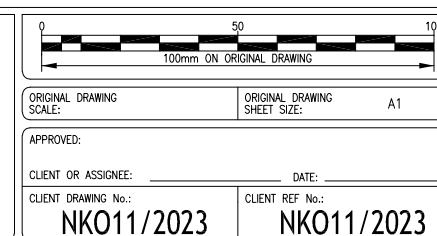

HOXANA CONSULTING
ENGINEERS

HOXANA CONSULTING ENGINEERS Tel: +27(0) 12 665 0879
No. 8 Bauhinia Street Fax: 086 663 1259
Berkly Office Park
Highveld Technopark
0157

PROJECT TITLE:	HH OTH TRANS: RURAL DEV--RURAL LIVELIHOOD TONGA, MADLADLA & LANGELOOP (ELECTRIFICATION PROJECTS)
DRAWING TITLE:	TONGA ELECTRIFICATION DRAWING

NKOMAZI LOCAL MUNICIPALITY
9 PARK STREET - MALALANE
PRIVATE BAG X101
MALALANE
1320

Tel: +27(13) 790 0245
Fax: +27(13) 790 0990



0	SURVEYED		DESIGNED	T.MURWIRA
	DRAWN	K.NTE	CHECKED	B.MUSA
CO-ORDINATE SYSTEM:			Pr No:	2023301468
APPROVED ON BEHALF OF HOXANA CONSULTING ENGINEERS:				
ENGINEER'S SIGNATURE: _____			DATE: _____	
DRAWING No.: HTNKM002			VERSION: 01	