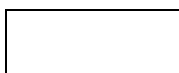




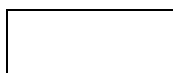
RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0102/2020/21 – RE- ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY

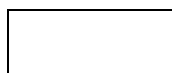
PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	POSTAL CODE
STREET ADDRESS (PHYICAL ADDRESS)	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY	



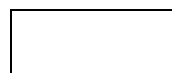
Employer



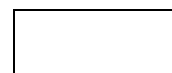
Witness 1



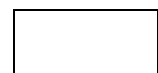
Witness 2



Contractor



Witness 1



Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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DOCUMENT NAME ABBREVIATION	DOCUMENT NAME/DESCRIPTION	
	DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE	
MBD 1	INVITATION TO BID (PART A)	
MBD 1	PART B	
AD	ADVERT	
GCC	GENERAL CONDITIONS OF CONTRACT	
TOF	TERMS OF REFERENCE/ BID SPECIFICATIONS	
F	FUNCTIONALITY	
PS	PRICING SCHEDULE	
MBD 4	DECLARATION OF INTEREST	
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)	
MBD 6.1	PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS	
MBD 7.2	CONTRACT FORM - RENDERING OF SERVICES	
MBD 8	DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM	
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
SECTION 38	DECLARATION OF BIDDERS'S PAST PRACTICES	
SF	SIGNATORY FORM	

Employer

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DOCUMENT NAME ABBREVIATION	DOCUMENT NAME/DESCRIPTION
TS	TENDERING CONDITIONS
AE(DP)	ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION)
MBD 1	ADMINISTRATIVE EVALUATION (ATTACHMENT OF MANDATORY DOCUMENTS)
DTA	DOCUMENT TENDER ADVERT
MBD 1	INVITATION TO BID (PART A) PART B
MBD 4	DECLARATION OF INTEREST
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)
MBD 6.1	PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
MBD 7.2	CONTRACT FORM - RENDERING OF SERVICES
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MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
SECTION 38	DECLARATION OF BIDDERS'S PAST PRACTICES
SF	SIGNATORY FORM
GCC	GENERAL CONDITIONS OF CONTRACT
TOF	TERMS OF REFERENCE/ BID SPECIFICATIONS
F	FUNCTIONALITY
PI	PRICING INSTRUCTIONS
PS	PRICING SCHEDULE

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TENDERING CONDITIONS

1. The document must be completed in full as per the guide provided under administrative evaluation - document completion.
2. All mandatory documents must be attached as per the guide under administrative evaluation - attachment of mandatory documents.
3. The document must not be dismantled; page numbers must be sequential.
4. Bidders must be registered on CSD.
5. For all documents that will need certification (and affidavits where applicable) bidders must not submit copies/ copies of certified copies.
6. Only black ink must be used when completing the tender document.
7. Electronic signatures are not allowed.
8. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.

***NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND
RESULT IN DISQUALIFICATION***

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Employer

Witness 1

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Contractor

Witness 1

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RUSTENBURG LOCAL MUNICIPALITY

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ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION)

PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire (where applicable), MBD 1, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38, Signatory Resolution Form, Pricing Schedule, and the Form of Offer, including all witness signatures on all the above stated forms.

- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***
 - **COMPULSORY QUESTIONNAIRE** must be fully completed and signed (where applicable)
In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.
 - **MBD 1** must be fully completed and signed
 - **MBD 4** - must be fully completed and signed: only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
In a case of Joint Venture or multi- directors, full details of all directors / trustees / shareholders / members must be provided on the table on MBD 4.
 - **MBD 5 (where applicable)** must be fully completed and signed: - only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.** *In a case of Joint Venture separate MBD 5 forms must be completed and submitted.*
 - **MBD 6.1** – must be fully completed and signed.
 - **MBD 7.2** must be fully completed and signed.
 - **MBD 8** - must be fully completed and signed: only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
 - **MBD 9** - must be fully completed and signed
 - **SECTION 38** - must be fully completed and signed: only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Note that should you answer “NO” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached
 - **SIGNATORY AUTHORISATION** – must be fully completed and signed
 - **PRICING SCHEDULE** must be fully completed and signed

Employer

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RUSTENBURG LOCAL MUNICIPALITY

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ADMINISTRATIVE EVALUATION (ATTACHMENT OF MANDATORY DOCUMENTS)

- ✓ Deposit slip with tender reference number as indicated on the advert
- ✓ Proof of CSD registration (CSD report)
- ✓ Required CIDB Grading Certificate (where applicable)
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company (if it is a JV the BBBEE must be consolidated)

FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS MUST NOT SUBMIT COPIES/ COPIES OF CERTIFIED COPIES.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Municipal rates and taxes statement of the last billable month on the date of tender closure for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s (showing lease period) or,
- ✓ An original letter (not a copy) from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account are not in the names of the director/s 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 director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

- ✓ Municipal rates and taxes statement of the last billable month on the date of tender closure for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter (not a copy) from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account are not in the names of the company, the attached municipal rates 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.

Employer

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RUSTENBURG LOCAL MUNICIPALITY

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NB!!

- ✓ FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE

VERIFICATION OF DOCUMENTS AND INFORMATION.

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect “tax compliance” before final award is made)
- ✓ CIDB Grading will be verified
- ✓ BBBEE certificates will be verified with relevant registration bodies.
- ✓ A Sworn Affidavit will be accepted only if an original is submitted.

ALLOCATION OF BBBEE POINTS

- ✓ No points will be allocated for a BBBEE certificate that is a copy of a certified copy or not that is not certified.
- ✓ No points will be allocated if the attached sworn affidavit (BBBEE) is a copy.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed envelope that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will not be received
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Bidders who arrive when the tender box is open are late and their submissions will not be accepted.

Employer

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RUSTENBURG LOCAL MUNICIPALITY

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- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

Part T2: Returnable documents

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

The Contract

Part C1: Agreement and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing data

- C2.1 Pricing Instructions
- C2.2 Bills of Quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site information

- C4 Site Information
 - OSH Specifications and Environmental Policy

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0102/2020/21 – RE- ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY

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- C2.1 Pricing Instructions
- C2.2 Bills of Quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site information

- C4
 - OSH Specifications
 - Site Administration Forms

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Employer

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Contractor

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RUSTENBURG LOCAL MUNICIPALITY

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MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
BID NUMBER:	RLM/DTIS/0102/2020/21	CLOSING DATE:	19 JANUARY 2022	CLOSING TIME:	11H00
DESCRIPTION	RE-ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY				
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 <i>MISSIONARY MPHENI HOUSE, NELSON MANDELA AND BEYERS NAUDE DRIVE</i>					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

Employer

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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. F. Ditshego
CONTACT PERSON	MR JOE MASINGA	TELEPHONE NUMBER	014 590 3259
TELEPHONE NUMBER	014 590 3123		
E-MAIL ADDRESS: jmasinga@rustenburg.gov.za & tenders@rustenburg.gov.za		E-MAIL ADDRESS	fannie.ditshego@yahoo.com

PART B

11 | Page Reference no RLM/DTIS/0102/2020/21

Employer

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RUSTENBURG LOCAL MUNICIPALITY

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1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

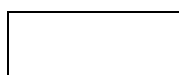
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

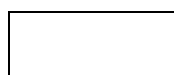
SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

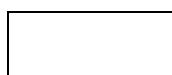
DATE:



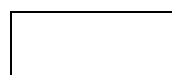
Employer



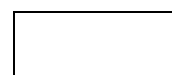
Witness 1



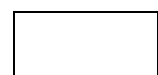
Witness 2



Contractor



Witness 1



Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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1. Tenderers should have a CIDB grading designation of 2EP or higher.
2. Sealed bid documents, marked “**BID: RLM/DTIS/0102/2020/21 – RE-ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY**” must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, cnr Nelson Mandela and Beyers Naude Drive, Rustenburg not later than **11H00, 19 JANUARY 2022**, where after the bids will be read out loud in public.
3. Please note that no bid documents will be given to couriers unless the courier company is in the possession of a letter on an official letterhead, confirming on behalf of the company the full details of the specific bid/bids to be collected, as well as the payment of the full amount payable for bids required.
4. Bids will be adjudicated on **Administrative Evaluation, CIDB Grading 2EP or Higher, Functionality (minimum qualifying score 70) and 80/20 Preferential Point System**
5. All bids will be evaluated in accordance with the Supply Chain policy of the Rustenburg Local Municipality, PPPFA and other related legislations.
6. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
7. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
8. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
9. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
10. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
11. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant.
12. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
13. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

Employer

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Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
F.1.1	The employer is The Rustenburg Local Municipality.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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F.1.2 The tender documents issued by the employer comprise:

Volume 1

Part T1: Tendering Procedure

- T1.1 Tender notice and invitation to tender
- T1.2 Tender data

Part T2: Returnable documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

Part C1: Agreements and contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Form of Guarantee

Part C2: Pricing data

- C2.1 Pricing instructions
- C2.2 Bills of Quantities
- C2.3 Summary of Bill of Quantities

Part C3: Scope of work

Part C4: Site information

- C4.1 OSH Specifications
- C4.2 Site Administration Forms

Employer

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Contractor

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F.1.3.2 Replace the contents of the clause with the following:

The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for the tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.

F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction work, are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the EP class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction work.

Tenderers faced with the above scenario and who fail to meet the combined designation grading will not be considered for the tender.

F.2.2 Add the following to the clause:

Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).

F.2.7 The arrangements for an official clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.10.5 Add the following to the clause:

A digital copy of the Bill of Quantities can be obtained from the emails provided on the advert at the Rustenburg Local Municipality office upon sufficient notice.

F.2.11 Add the following to the clause:

To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.

Employer

Witness 1

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Contractor

Witness 1

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- F.2.12 If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.

No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.

- F.2.13 Add the following to the clause:

No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.

- F.2.13.2 Replace the contents of the clause with the following:

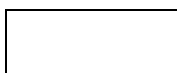
Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.

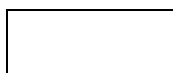
- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.

- F.2.13.4 Add the following to the clause:

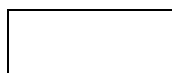
Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.



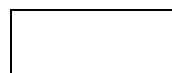
Employer



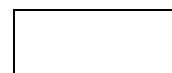
Witness 1



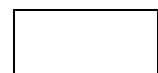
Witness 2



Contractor



Witness 1



Witness 2



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- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Foyer of Missionary Mpheni House, c/o Beyers Naude and Nelson Mandela Drive, Rustenburg.

Physical address: Missionary Mpheni House, c/o Beyers Naude and Nelson Mandela Drive, Rustenburg.

Identification details: RLM/DTIS/0102/2020/21 – RE-ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY

The bid number and description of the tender shall be entered on the back of the envelope.

- F.2.13.9 Add the following to the clause:

Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.

- F.2.14 Add the following to the clause:

The Tenderer is required to enter information in the following sections of the document:

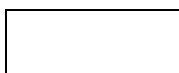
Section T2.2.....:	Returnable Schedules Section
Section C1.1	Form of Offer and Acceptance Section
Section C1.2	Contract Data (Part 2)Section
Section C2.2	Bill of Quantities

The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialed by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.

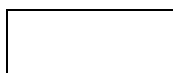
The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.

The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.

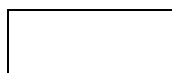
Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting



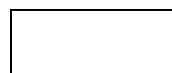
Employer



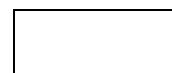
Witness 1



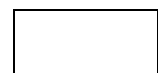
Witness 2



Contractor



Witness 1



Witness 2



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inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15.2 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16.1 The tender offer validity period is 90 days.

F.2.16.1 Add the following to the clause:

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.

F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Add the following to the clause:

Accept that if requested, the Tenderer shall within 14 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.

Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.

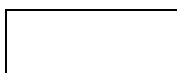
F.2.22 Return all retained tender documents prior to the closing time for the submission of Tender Offers.

F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board.

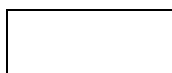
Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

The following certificates / information are to be provided with the tender offer or within three days of receipt of the Employer's or his Agent's written request to submit same:

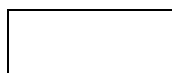
a. Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,



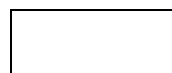
Employer



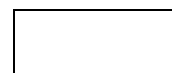
Witness 1



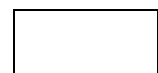
Witness 2



Contractor



Witness 1



Witness 2



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- b. Certified copy of Certificate of Incorporation (if tenderer is a Company),
- c. Certified copy of Founding Statement (if tenderer is a Closed Corporation),
- d. Certified copy of Partnership Agreement (if tenderer is a Partnership),
- e. Certified copy of Identity Document (if tenderer is a One-man concern),
- f. Joint Venture Agreement (if tenderer is a Joint Venture),
- g. Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan, and
- h. Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
- i. Curriculum Vitae of all supervisory staff

F.3.4 Tenders will be opened immediately after the closing time for tenders.

F.3.5 A two-envelope procedure will not be followed.

F.3.11 The procedure for the evaluation of responsive tenders is Method 2.

The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000.00;

Up to 10 tender evaluation points will be awarded to tenderers who submitted a valid B-BBEE Status Level Verification Certificate and who are found to be eligible for the preference claimed.

F3.13.1 Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.14 Replace the contents of the clause with the following:

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2



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Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is **two**.

Employer

Witness 1

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Contractor

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Annex: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (as amended in Board Notice 136 Government Gazette No 38960 of 10 July 2015))

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 of tender, 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;

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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- ii) an individual or organization 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 organization 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 readily read, copied and recorded. Communications 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 reissue 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 submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

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Employer

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Witness 1

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

F.2.1.2 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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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 requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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Do 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 otherwise 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 no 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 and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or email will be rejected by the employer, unless stated otherwise in the tender data.

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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 nonresponsive.

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.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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 competitive position of tenderers 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.

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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.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 prequalify 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 a 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 prequalified 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 that tender documents are available 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

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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 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.

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F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 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.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction
Of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

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F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBEE contribution
- 3) Add the points scored for price and BBEE.

F.3.11.3 Method 2: Prequalification, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18

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3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10

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2	9
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B-BBEE status level of contributor	Number of points
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

$$NFO = W1 \times A$$

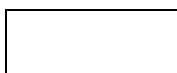
where: NFO is the number of tender evaluation points awarded for price.

W1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

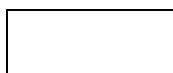
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

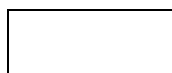
Formula	Comparison aimed at achieving	Option 1a	Option 2 a
1	Highest price or discount	$A = (1 + (P - P_m)) / P_m$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m)) / P_m$	$A = P_m / P$



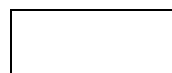
Employer



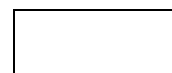
Witness 1



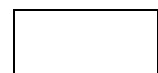
Witness 2



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a	<i>P_m</i>	is the comparative offer of the most favourable comparative offer. <i>P</i> is the comparative offer of the tender offer under consideration.
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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 functionality

Score each of the criteria and subcriteria 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:

$$NQ = W2 \times SO / MS$$

where: SO is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 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 risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,

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Employer

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- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, 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

F.3.14.1 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.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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.

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F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0102/2020/21 – RE- ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders or within three days of receipt of the Employer's or his Agent's written request for same:
 - (a) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
 - (b) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
 - (c) Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan, and
 - (d) Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
 - (e) Curriculum Vitae of all supervisory staff
2. The returnable schedules included in Section T2.2 will not be used to evaluate tenders received but these schedules will also form part of the Contract.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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Record of Addenda to tender documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR
RUSTENBURG LOCAL MUNICIPALITY**

Signed _____

Date _____

Name _____

Position _____

Tenderer _____



Employer



Witness 1



Witness 2



Contractor



Witness 1



Witness 2



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0102/2020/21 – RE- ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

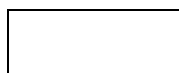
- | | |
|--|---|
| ☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity | ☐ an employee of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

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

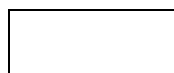
*insert separate page if necessary

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

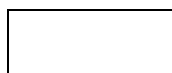
- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;



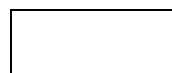
Employer



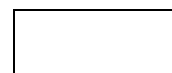
Witness 1



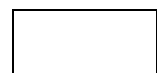
Witness 2



Contractor



Witness 1



Witness 2



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0102/2020/21 – RE- ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY

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

Signed

Date

Name

Position

Enterprise name



Employer



Witness 1



Witness 2



Contractor



Witness 1



Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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		Designation
--	--	-------------

Schedule of Proposed Subcontractors

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

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

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0102/2020/21 – RE- ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY

5.			
----	--	--	--

Signed _____	Date _____
Name _____	Position _____
Tenderer _____	

Schedule of Plant and Equipment

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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RUSTENBURG LOCAL MUNICIPALITY**

Signed _____

Date _____

Name _____

Position _____

Tenderer _____



Employer



Witness 1



Witness 2



Contractor



Witness 1



Witness 2

Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed / in progress by myself/ourselves in the last 5 years:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed _____

Date _____

Name _____

Position

Tenderer _____

Employer

Employer

Witness 1

Witness 1

Witness 2

Witness 2

Contractor

Contractor

Witness 1

Witness 1

Witness 2

Witness 2

FINANCIAL REFERENCES

(a) FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

(b) DETAILS OF COMPANY'S BANK

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	()	()
Fax number	()	()
Account number		

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed _____

Date _____

Name _____

Position _____

Tenderer

Employer

Employer

Witness 1

Witness 1

Witness 2

Witness 2

Contractor

Contractor

Witness 1

Witness 1

Witness 2

Witness 2

Supervisory and Safety Personnel

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent	100%					
Contractor's Foremen						
Construction Health and Safety Officer	100%					
Contractors Surveyor						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

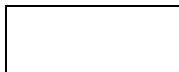
Signed _____

Date _____

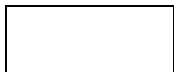
Name _____

Position _____

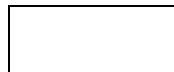
Tenderer _____



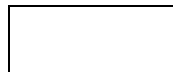
Employer



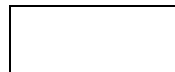
Witness 1



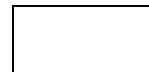
Witness 2



Contractor



Witness 1



Witness 2

Labour Utilisation

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardized Specifications

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision;
- b) Maintaining discipline;
- c) Ensuring safety on the workplace;
- d) Being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities :

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) Giving out work to other employees under his control and supervision;
- c) Ensuring safety on the workplace;
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4. Team Leader

An employee engaged in any one or more of the following activities :

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) Giving out work to other employees under his control and supervision;
- c) Maintaining discipline;
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

MAN DAYS

Categories	a) No. of Man Days		
	b) Imported	c) Local	
1. Contracts Manager			
2. Site Agent			
3. Foreman/Supervisors (specify type)			
3.1 _____			
3.2 _____			
3.3 _____			
4. Safety Inspectors (specify type)			
4.1 _____			
4.2 _____			
5. Charge hands			
6. Artisans			
7. Operators/Drivers			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Categories	a) No. of Man Days		d) HDI (Y/N)
	b) Imported	c) Local	
8. Clerks/Storeman			
9. Team Leader			
10. Skilled Labour			
11. Semi-skilled Labour			
12. Unskilled Labour			

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**OCCUPATIONAL HEALTH AND SAFETY ACT:
STATEMENT BY TENDERING ENTITY**

I, _____ duly authorized

to represent _____ (company name)

in my capacity as _____ hereby confirm
that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the
provisions of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) and all regulations promulgated from
time to time, whilst performing work on _____

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe
and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities
adequately supervised in the interest of health and safety.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

Site Inspection Certificate

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

Signature of Tenderer

Date

Site Visit

This will certify that _____

representing _____

attended a Site Inspection for this Contract on _____ 20_____

_____(signed)
For the Engineer

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Authority of Signatory

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by :*(Mark applicable block)*

A company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

A partnership, and attach hereto a certified copy of the required resolution by all partners

☐

A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

A joint venture, and attach hereto

☐

- annotorially certified copy of the original document under which the joint venture was constituted; and
- certifiedauthorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state¹.

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

(Tick applicable box)

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

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

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

(f) an employee of Parliament or a provincial legislature.

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

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

3.9 Have you been in the service of the state for the past twelve months?
(***Tick applicable box***)

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

(***Tick applicable box***)

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

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

(***Tick applicable box***)

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

3.11.1 If yes, furnish particulars.....

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

(***Tick applicable box***)

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

3.12.1 If yes, furnish particulars.....

.....

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

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

(Tick applicable box)

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

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

(Tick applicable box)

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

3.14.1 If yes, furnish particulars.....

.....

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

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial statements for auditing?

*YES	NO
------	----

 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

*YES	NO
------	----

 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2 If yes, provide particulars.

.....

.....

.....
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES	NO
------	----

 - 3.1 If yes, furnish particulars

.....

.....

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES	NO
------	----

- 4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....**2021**
Date

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

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Witness 1

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Witness 2

**MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS,
2011**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/ not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CONTRACT FORM - RENDERING OF SERVICES**MDB 7.2**

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:
 - (i) Bidding documents,
 - Invitation to bid;
 - Tax compliance status (CSD report);
 - 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;
 - (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 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

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

70

Reference no RLM/DTIS/0102/2020/21



Employer



Witness 1



Witness 2



Contractor



Witness 1



Witness 2

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 CONTRIBUTIO N	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

.....
Name/s and surname of Bidder

.....
Signature

.....
Position In the Firm/Company

.....
Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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;



Employer



Witness 1



Witness 2



Contractor



Witness 1



Witness 2

- (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.
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.
- 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SECTION 38: DECLARATION FORM

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

.....
SIGNATURE OF BIDDER

.....2020
DATE

.....
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME:

PHYSICAL ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

WITNESS 1: WITNESS 2:

.....
Employer

.....
Witness 1

.....
Witness 2

.....
Contractor

.....
Witness 1

.....
Witness 2

RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0102/2020/21 – RE-ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG 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:

RE-ADVERT : APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG 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 Date

Name

Capacity

for the tenderer

(Name and
address of
organization)

.....
Name and
signature
of witness

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

Acceptance

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

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 1 to 4 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) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the 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 Date

Name

Capacity

for the
Employer Rustenburg Local Municipality
Missionary Mpheni House
c/o Beyers Naude & Nelson Mandela Drive
Rustenburg

Name and Date.....
signature
of witness

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

5 Subject

Details

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

.....

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.

for the tenderer

Signature Date

Name

Capacity

(Name and
address of
organization)

.....

Name and
signature
of witness

for the Employer

Signature Date

Name

Capacity

Rustenburg Local Municipality
Missionary Mpheni House
c/o BeyersNaude& Nelson Mandela Drive
Rustenburg

Name and
signature
of witness Date



Employer



Witness 1



Witness 2



Contractor



Witness 1



Witness 2

RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0102/2020/21 – RE-ADVERT : APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY

C1.2 Contract Data

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 2nd Edition (2010), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 2nd Edition (2010), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
1.1.1.1 3	The Defects Liability Period for the Works shall be 365 days.
1.1.1.1 4	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving practical completion is 3 years.
1.1.1.1 5	The Employer is Rustenburg Local Municipality.
1.1.1.1 6	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.1.1.2 6	The pricing strategy is Re-measurement Contract.

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Clause	Contract Data
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The address of the Employer is: Rustenburg Local Municipality C/o Beyers Naude & Nelson Mandela Drive P O Box 550 Rustenburg 0300 Tel: +27 14 590 3521/3206 Fax: +27 14 590 3388
1.3.6	Add the following new Clause: The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
3.1.3	The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties: 3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions. 3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11. 3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.
4.1.2	Add the following to the clause: The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor: 4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 design calculations should the Engineer request a copy thereof. 4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.

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Contractor

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Clause	Contract Data
	4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
4.3.3	Add the following new clause: The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
4.3.4	Add the following new clause: Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.
4.3.5	Add the following new clause: Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
4.3.6	Add the following new clause: Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
4.3.7	Add the following new clause: The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure A, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
4.10.3	Add the following new clause: The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	Add the following:

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Contractor

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Clause	Contract Data
	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) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	Add the following: The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
5.6.1	Add the following to the clause: In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.7.1	Delete the last paragraph of the clause and replace with the following: No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
5.8.1	The non-working days are Sundays. Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 16 December and ends on 08 January).
5.12.3	Delete the contents of the clause and insert the following: If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.
5.12.5	Add the following new clause: Extension of time due to Abnormal Rainfall Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:

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Clause	Contract Data		
	Month	R _n (mm)	N _n (days)
	January	130,1	4
	February	94,2	3
	March	75,1	2
	April	60,3	2
	May	9,8	0
	June	5,9	0
	July	1,6	0
	August	7,2	0
	September	18,8	0
	October	57,5	2
	November	89,4	3
	December	105,8	3
	TOTAL	655,7	19

$$V = (N_w - N_n) + (R_w - R_n)/20$$

Where:

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

N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded

R_w = Actual total rainfall in mm recorded during the calendar month under consideration

N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter

R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

The rainfall records applicable to this Contract are those recorded at Weather Station Rustenburg ARG 0511/5234. The following values of N_n and R_n shall apply:

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Contractor

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Clause	Contract Data
	No adjustment to the total for time-related preliminary and general items will be applicable for any automatic extension of time for completion granted in terms of this clause.
5.13.	Delete the contents of the clause and insert the following: 5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for delay shall be: R2000-00 per day. 5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been: 5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or 5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor); then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances. 5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract. 5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor. 5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 9.2.
5.13.4	Add the following new Clause: If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract: - fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or - utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or - utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract; then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance. The penalty for non-compliance is: 15% of the value of Works specified. The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.

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Clause	Contract Data
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	Add the following to the clause: Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
6.2.1	Add the following to this Clause: The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) which is included in Part C1.3 of this document. This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.
6.8.2	The application of a Contract Price Adjustment factor will apply to this Contract. "Refer to Contract Price Adjustment Schedule for details".
6.8.3	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
6.8.4	In line 8 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10%. The Limit of Retention Money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.10.9	Replace the first sentence of the clause with the following: Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final statement of all moneys due to him for additional work ordered by the Engineer after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.
6.11.1.3	Delete "15 %" and replace it with "25%".
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

CONTRACT PRICE ADJUSTMENT SCHEDULE

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Clause	Contract Data
1.1	The application of a Contract Price Adjustment factor will apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below; X=0,10 a=0.15 b=0.20 c=0.55 d=0.1
1.2	Replace the definitions of the relevant indices with the following: “L” is the “Labour Index” and shall be the “Consumer Price Index” as published in the Consumer Price Index Statistical Release P0141 (Table A – Consumer Price Index and percentage change according to Rustenburg of Statistics South Africa. “P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Production Price Index Statistical Release P0142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa. “M” is the “Materials Index” and shall be the “Civil Engineering” index as published in the Production Price Index Statistical Release P0142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa. “F” is the “Fuel Index” and shall be the “Diesel fuel – Coast and Witwatersrand” index as published in the Production Price Index Statistical Release P0142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa.
1.3	The base month shall be the month prior to the closing date of this tender.

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Part 2: Data provided by the Contractor

Clause	Contract Data														
1.1.1.9	The name of the Contractor is: 														
1.2.1.2	The address of the Contractor is: 														
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="width: 70%;">Type of Security</th> <th style="width: 30%;">Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td><i>Cash deposit of 10% of the Contract Sum (Incl. VAT).</i></td> <td></td> </tr> <tr> <td><i>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</i></td> <td></td> </tr> <tr> <td><i>Retention of 10% of the value of the Works (Incl. VAT).</i></td> <td></td> </tr> <tr> <td><i>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i></td> <td></td> </tr> <tr> <td><i>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i></td> <td></td> </tr> </tbody> </table>			Type of Security	Contractor's choice. Indicate "Yes" or "No"	<i>Cash deposit of 10% of the Contract Sum (Incl. VAT).</i>		<i>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</i>		<i>Retention of 10% of the value of the Works (Incl. VAT).</i>		<i>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i>		<i>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</i>	
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6.8.3	The variation in cost of special materials is: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="width: 33%;">Special Material</th> <th style="width: 33%;">Method</th> <th style="width: 34%;">Price for Base Month</th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Special Material	Method	Price for Base Month									
Special Material	Method	Price for Base Month													

END OF SECTION

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RUSTENBURG LOCAL MUNICIPALITY

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C1.3 Form of Guarantee

Contract **RLM/DTIS/0102/2020/21**

WHEREAS **Rustenburg Local Municipality** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(herein after called “the Contactor”) on the day of20. . . .,for the

RLM/DTIS/0102/2020/21- RE-ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY

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

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

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

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

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Witness 2

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

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

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

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0102/2020/21- RE-ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

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

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4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these Bills 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.za or www.iso.org for information on standards)
6. 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
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
12. All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.

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C3 Scope of Work

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Witness 1

Witness 2

Contractor

Witness 1

Witness 2

TECHNICAL SPECIFICATION: PART 1 – EATHING GRID

1. SCOPE

This specification covers the requirements for the design, supply, installation, connection and testing of the substation earthing system and ancillary works described below.

This specification includes the supply of copper conductor, lightning masts, earth spikes, earth mats etc. and the necessary excavation and civil works to install the earthing system and the replacement of stolen earth trails and earth mat components in substations.

This specification describes all major components, but the Contractor shall supply and install all minor items and labour as may be necessary to complete the installation.

2. GENERAL INFORMATION

2.1 System particulars:

Normal operating voltage : 33 000/11 000 Volt
& 400/230 Volt

Frequency : 50 Hz

Number of phases : 3

Neutral earthing : Solid

2.2 Service conditions:

Maximum temperature : 40° C

Altitude : 1 200 m above sea level

Lightning conditions : Severe

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3. QUALITY OF WORK AND STANDARDS

As a component of the complete specification for Substation Earthing, this standard is to be read in conjunction with other relevant standards as applicable. Unless otherwise specified in the project specification, the equipment shall be in accordance with the latest edition and amendments of the standards listed below. The following documents, without reservation, contain provisions that, through reference in the text, constitute the requirements of this standard:

All work shall be carried out in accordance with the Code of Practice for Earthing (BS 7430), and NRS 076:2005 Earthing of distribution substations with nominal voltages up to and including 123kV.

The following SABS standards must be adhered to:

1. Earth rods, couplers and clamps shall be supplied and installed in accordance with SABS 1063-1985 and SABS 0199.
2. The two pack zinc-rich epoxy primer must be in accordance with SABS 926: 1968
3. The zinc and aluminium coatings for the protection of iron and steel against atmospheric corrosion must be in accordance with SABS 1391: 1983.
4. The replacement or new earth tail shall be two copper-plated steel earth rods according to SABS 1063: 1985.
5. Each earth rod shall have a diameter not less than 14.5mm, equivalent M16, according SABS 1063: 1985. The thickness of the copper plating on the earth rod shall not be less than 250µm.

The following Eskom standard is applicable:

1. Substation earth grid design standard
2. DST 34 – 1245: Earthing Section 3: Substation Earthing

4. DESIGN AND APPROVAL

The Contractor shall allow for soil resistivity tests to be performed on site. A detailed report on the resistivity tests shall be submitted to the Engineer together with a preliminary earthing scheme showing how the Contractor envisages installing the earth mat before commencing installation of the earth mat. The Contractor shall employ a specialist to investigate, plan and install the earthing installation.

The earth mat installation shall incorporate earthing electrodes at the extreme corners of the station, in the vicinity of earthing switches and transformer neutrals. The fences shall also be earthed at regular intervals. The installed maximum earth resistance shall be 1 Ohm, or as agreed by the Engineer. Copper rod, 10mm² shall be used for the earth grid. The earth conductors shall generally be laid at a depth of more than 500 mm below the finished surface.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The complete earth mat design shall be submitted for written approval. The Engineer may then add or delete equipment and change the design of the earth system if he so requires.

5. EARTH RESISTANCE SURVEY

The Contractor will be responsible to have an earth resistance survey carried out on site by a specialist in this field, to be approved by the Engineer. The test shall be done on the undisturbed site, i.e. before earth works, trenching, building etc. commence.

The Engineer shall attend the survey. The Contractor shall inform the Engineer in good time when the test is scheduled to take place. If it is done without his or his representative being present, the test shall be repeated in the Engineer's presence at no additional cost to the Municipality.

The results of this survey will be used to adjust the earthing system as specified herein, if necessary, on the basis of the quoted rates.

6. STOLEN AND NEW EARTHING FOR OUTDOOR EQUIPMENT

To discourage theft of copper bar or conductor, no bare earthing copper shall be visible above ground. For all visible outdoor connections to equipment or structures, copper plated solid steel rods having an equivalent resistance as the copper it replaces, shall be used. Sizes and cross sections shall be according table 1 (see appendix A) and be approved by the Engineer

Connections shall either be bolted directly to the earthing conductor, or bolted to a copper flag silver soldered or exothermically welded or brazed to the earth conductor to the approval of the Engineer.

Alternatively, each joint shall be made with adequate bolts to the approval of the Engineer

The copper plated earth rod must be exothermic welded onto the structure as well as the copper earth mat. The reason is to enable a temperature rise up to 800°C for the copper plated earth rod.

This provides for higher current capability for 3 seconds. The galvanizing of the structure must be removed with a grinder and the surface cleaned where the exothermic weld is to be performed.

Failing to remove the galvanizing will cause holes in the exothermic weld, which will result in poor contact and poor current carrying capability. After completion of the exothermic weld, the area on the structure, where the galvanizing was removed, must be covered with cold galvanizing. All exothermic weld joints are to be hammered tested to ensure that the mechanical strength of the joints are adequate. It is very important to use the correct weld metal power for the correct joint.

After connection the Engineer shall inspect all joints before the joints are sealed or trenches closed.

The following equipment needs to be earthed and the standard practices for earthing this equipment are as follows:

a) Transformer earthing:

Transformers need to be earthed on the top cover on two different places and by using double earth rods.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

b) Surge arresters:

Insulated surge arrestors will be earthed on the surge arrestors base where non-insulated surge arrestors will be earthed on the structure exothermically.

c) Voltage and current transformers:

Voltage and current transformers will be earthed on the structure exothermically.

d) Earth switches and isolator earthing:

Earth switches and isolator earthing will be earthed on the structure exothermically on two different ends. The handle of the earth switches shall be earthed through a flexible earth.

e) Fences:

All steel fencing must be earthed with in every 20m

f) Mechanism boxes and kiosks:

Mechanism boxes and kiosks shall be earthed independently of the associated device or steel structure on which they are supported.

7. INDOOR EQUIPMENT EARTHING AND CABLE TRENCHES

Control panels, battery chargers, cable racking and other indoor auxiliary equipment shall be bonded by earth rod.

An earth rod shall be laid in the cable trench together with the multicore cables. This earth strap shall be run into the building and serve as the building earth to which all equipment in the building is connected. The building earth shall be connected to ground rods or bonding bar at diametrically opposite ends of the building.

8. EARTHING ELECTRODES

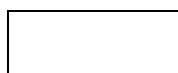
The number and lengths of earthing electrodes shall be determined from the resistivity tests above.

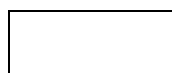
Earthing electrodes shall be of the extendible rod type. The rods shall be of copper clad steel and the copper to steel weld shall be a true molecular bond according SABS 1063.

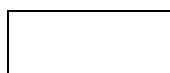
9. LIGHTNING CONDUCTORS

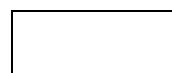
Lightning conductor aerial masts shall be designed according to SABS 0160 with a safety factor of 2.5. They shall be hot-dip galvanized to SABS 763.

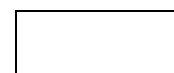
Masts shall be joined and hinged at ground level and shall be supplied complete with foundations.

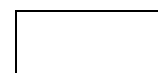

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

10. TESTING OF EARTH RODS

SANS 1885: 2004

11. DRAWINGS REQUIRED

After completion of the Works, the Contractor shall supply the necessary drawings as agreed upon with the Engineer

12. ANNEXURES

Annexure A:

Copper earthing conductor sizes.

Fault current	Copper area required mm ²		Main earth grid (Rod)		Connections to equipment support (50 × 3 strap)		Connections to equipment support (2 × 10mm rod)	
	Grid	Earth lead	No. of directions	Actual area mm ²	No. of connections	Actual area mm ²	No. of connections	Actual area mm ²
12.5	125	150	4	320	2	300	2	320
16	160	190	4	320	2	300	2	320
20	200	240	4	320	2	300	2	320
25	250	300	8	640	4	600	4	640
31.5	315	375	8	640	4	600	4	640
40	400	480	8	640	4	600	4	640
50	500	600	8	640	4	600	4	640

Table 1: The table above illustrates the conductor arrangements required to meet standard fault levels.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

TECHNICAL SPECIFICATION: PART 2 – EARTHING EARTHING

1. EXTENT OF WORK

An earthmat (copper band / conductor) needs to be installed in the new trenches to match the existing earthmat configuration. The new earthmat needs to be connected to the existing earthmat by an isothermic welding process (Cad-welding).

Where existing earthmat sections are damaged or removed, they should be replaced.

The substation earth resistance and bonding of equipment must be tested and proved. Where abnormalities occur, it must be rectified and tested to the approval of the Engineer.

END OF SPECIFICATION

SITE INFORMATION

1. General

The project requires the design, installation, testing of Substation earthing systems at both Munic and Park Substations in Rustenburg. The details of the two Substations are as follows:

2. Service Conditions

The site conditions are as follows:

Environment	Limits
Application	Outdoors or indoors
Altitude	The design shall be based on an altitude of 1400 m a.m.s.l
Maximum ambient air temperature	Hottest any time 40 °C Hottest monthly average 30 °C
Yearly average ambient air temperature	20 °C
Minimum ambient air temperature	Coldest any time -10 °C
Variation in humidity	10% to 90%

Table 1 – Atmospheric Conditions

3. Munic Substation Site Information

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



Figure 1 – Street View of Muncip Substation

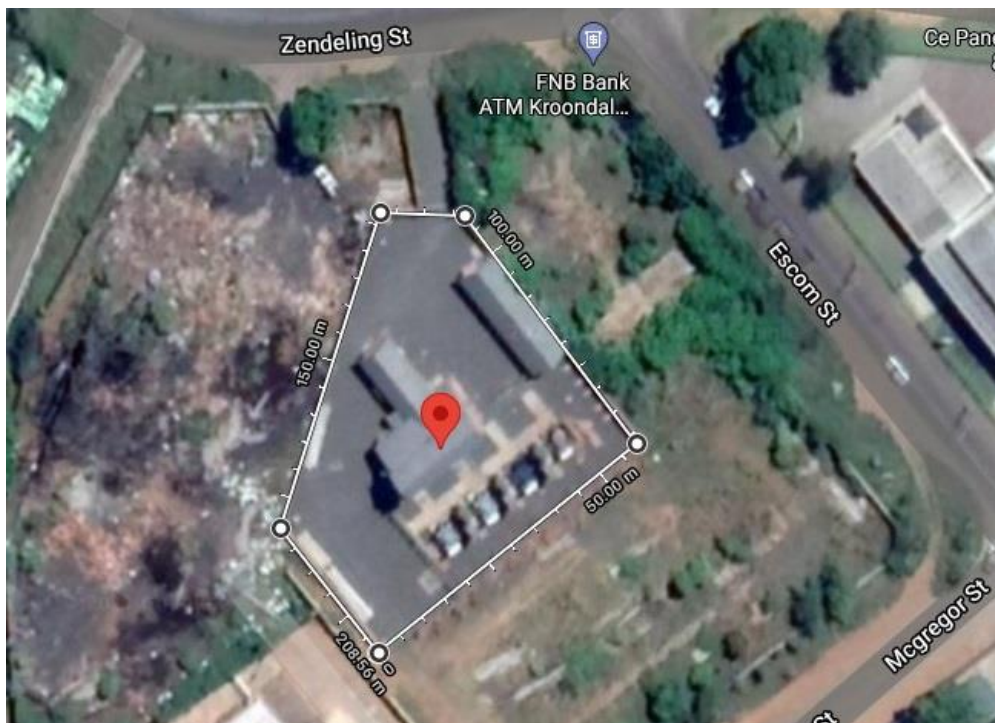


Figure 2 – Aerial View of Muncip Substation

GPS Co-ordinates: 25°40'21.6" S
 27°15'21.8" E

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Total Area: 2 798.43 m²
Total Perimeter Distance: 211.89 m
Voltages: 33kV / 11kV / 400V / 230V

4. Park Substation Site Information



Figure 3 – Street View of Park Substation

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



Figure 4 – Street View of Park Substation



Figure 5 – Aerial View of Park Substation

GPS Co-ordinates: 25°40'19.2" S
27°14'27.9" E

Total Area: 1 619.38 m²

Total Perimeter Distance: 157.42 m

Voltages: 33kV / 11kV / 400V / 230V

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0102/2020/21 – RE-ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR
TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR
RUSTENBURG LOCAL MUNICIPALITY**

PORTION 2: CONTRACT

Section C4.2

OSH Specifications and Environmental Policy

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY AND REGULATIONS REGARDING MANDATARIES

1. Background

The Occupational Health and Safety Act 85 of 1993 (OHS Act) (Republic of South Africa) schedules comprehensive requirements for employers such as contractors. The Construction Regulations lay down requirements with respect to clients and designers.

Clients shall, inter alia:

- Prepare Health & Safety specification for the construction work
- Appoint full-time competent employees in writing
- Perform Risk Assessments
- Develop a Health and Safety Plan
- Train and involve employees on matters pertaining to Health and Safety

2. Purpose

To determine the procedure necessary for the implementation and management of all construction projects to be undertaken.

3. Objectives

- To comply with the provisions of OHS Act section 37(2) in implementing and maintaining an effective control system with regard to managing contractors within city power premises.
- Implement and maintain an effective management system for each construction project
- Minimize and or mitigate risks and hazards associated with construction activities
- Develop a cost-effective program for both the contractor and principal contractor

4. References

- Occupational Health &, Safety Act 85 of 1993 (Construction Regulations)
- Compensation for Injuries and Diseases Act 130 of 1993
- Integrated ISO Management System
- SANS 16001:2013 (Wellness and Diseases Management System)
- Basic Conditions of Employment Act, 1983 (Act 3 of 1983)
- King III Code of Conduct

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

RUSTENBURG LOCAL MUNICIPALITY

WRITTEN AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY AND REGULATIONS

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

AS ENTERED INTO BY AND BETWEEN

RUSTENBURG LOCAL MUNICIPALITY
(Hereinafter referred to as “the Employer”)

AND

COMPANY
(Hereinafter referred to as “the Mandatory”)

WORKMAN’S COMPENSATION FUND NUMBER: _____

CONTRACT/ORDER NO. _____

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART “A”

GENERAL RULES FOR PROMOTING THE HEALTH, SAFETY AND DISCIPLINE OF CONTRACTORS

1. DEFINITIONS

In these rules, unless inconsistent with the context, the following words of expression shall be interpreted to have the following meaning:

1.1 Act

The Occupational Health and Safety Act 85 of 1993

1.2 Rustenburg Local Municipality

Rustenburg Local Municipality

1.3 Rustenburg Local Municipality controlled area

The Rustenburg Local Municipality Loss Control department controls entry to the area of Rustenburg Local Municipality works in Rustenburg including all the areas within the works perimeter security fence.

1.4 Rustenburg Local Municipality premises

The whole of Rustenburg Local Municipality control area, together with all other buildings, land, etc. which are owned, rented or leased by Rustenburg Local Municipality or which in any other way fall under the authority of Rustenburg Local Municipality in the Rustenburg and surrounding areas.

1.5 Risk area

An area with a probability that a hazard can result in injury to persons or damage

1.6 Competent person

A person who complies with the definition in the regulations of the Act.

1.7 Authorized person

A competent person employed, appointed and authorized by Rustenburg Local Municipality to perform specific task, operation or duty.

1.8 Rustenburg Local Municipality authorized person

The authorized Rustenburg Local Municipality official appointed to represent Rustenburg Local Municipality in all matters relating to a particular contractor, sub-contractor or contract works. For matters concerning construction and erection work on Rustenburg Local Municipality premises, Rustenburg Local Municipality's authorized representative shall be either:

- a) the area manager, team leader, maintenance manager or his/her nominated representative; or

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- b) the manager concerned , or his/her nominated representative as indicated to the Contractor in writing at the time of, or subsequent to, the placing of the contract or order, or as indicated to the Contractor's head representative in writing at the time of or subsequent to, his/her appointment.

1.9 **Contractor**

Any company, business, firm or individual who has a contract or agreement with or an order from Rustenburg Local Municipality to carry out work or to perform any task or operation for Rustenburg Local Municipality on Rustenburg Local Municipality premises.

Where appropriate to the context, the word contractor shall be understood to include sub-contractor.

1.10 **Sub-contractor**

Any company, business, firm or partnership or individual who has a contract or agreement with or an order from a contractor to carry out work or to perform any task or operation for the contractor on Rustenburg Local Municipality premises.

1.11 **Contract Works**

The materials, plant and equipment to be supplied, work to be done and tasks and operations to be performed under terms of a contractor's contract or order from agreement with Rustenburg Local Municipality or a sub-contractor's contract or order from or agreement with a contractor.

1.12 **Contractor's head representative**

The competent person appointed as a Managing Director, in terms of the Act and as the contractor's head representative and responsible person for the contract works.

1.13 **Contractor's employees**

Includes any of the following:

- a) any person employed by the contractor or a sub-contractor, including the contractor's head representative.
- b) any person, other than an employee of Rustenburg Local Municipality, who carries out work or performs any task on Rustenburg Local Municipality premises for or on behalf of the contractor or any sub-contractor.
- c) any principal, partner, shareholder, director, consultant, executive, manager, staff member or employee of the contractor or any sub-contractor any contractor's employee, for any reason whatsoever.

1.14 **Site or construction site**

Includes the following:

- a) the buildings, ground or any other place on Rustenburg Local Municipality's premises, in which or over or under which the contract works are to be executed.
- b) any off-loading, stacking or storage areas, yards, workshops, offices, permanent or temporary buildings or other areas erected by, occupied by or allocated to the contractor or sub-contractor for the purpose of carrying out any contract works.

1.15 **Regulation**

Refers to any rule in these "General Rules" aimed at improving health, safety and discipline of contractors and/or sub-contractors.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

1.16 **Rule**

Refers to any rule in these “General Rules” aimed at improving health, safety and discipline of contractors and/or sub-contractors.

1.17 **Gender, singular and plural**

Where consistent with the text, any word in these rules implying the masculine gender shall be interpreted as including the feminine gender and vice-versa.

Similarly, any word implying the singular shall be interpreted as including the plural and vice-versa.

2. **APPLICABLE LEGISLATION**

- 2.1 Rustenburg Local Municipality’s premises (offices and depots) are defined as factory, in terms of the Act. Therefore, whilst contractors or sub-contractors or contractor’s employees are on Rustenburg Local Municipality’s premises, they shall adhere strictly to the requirements of this Act and associated regulations.
- 2.2 In addition to Rustenburg Local Municipality’s general conditions of contract and the requirements of the Act, these rules are issued in accordance with duties allocated to the Managing Director, as appointed in terms of the Act to draw attention to certain regulations and requirements of the said Act, together with other requirements necessary for safety, health and proper discipline on Rustenburg Local Municipality’s premises.
- 2.3 Apart from the Act and Regulations and special instructions issued by the chief inspector, these rules and instructions may be amended, substituted or deleted by authorized Rustenburg Local Municipality’s officials as and when circumstances and conditions require, in the interest of health and safety and in provision for proper discipline.
- 2.4 The contractor shall comply with the requirements of the OHS Act and other relevant statutes; Code of Practices; Policies; Standards and Guidelines and Protocols.

3. **ENTERING AND WORKING IN RISK AREAS**

3.1 **Medical Certificate of fitness**

The contractor shall, in compliance with the Act, be responsible for the medical examination of his/her employees and shall provide Rustenburg Local Municipality with written proof that medical examination of his/her employees engaged on the site has been done and that the necessary certificates of fitness have been obtained. These medical examinations shall be conducted before the employee will be allowed to commence working on Rustenburg Local Municipality’s sites.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3.2 **Hazard Identification and Risk Assessment**

Prior to contract work commencing on site, the contractor together with Rustenburg Local Municipality's project team shall conduct HIRA's related to the specific task to be performed. A HIRA shall be completed before the start of commissioning.

3.3 **Safe Work Procedures**

The contractor shall prepare written safe work procedures for all tasks to be performed.

3.4 **Safety Induction Course**

All the contractor's employees shall attend a safety induction course presented by Rustenburg Local Municipality before commencing work on site

3.5 **Protection Services (Loss Control)**

Rustenburg Local Municipality Loss Control is responsible for the security of and controls the movement of persons on Rustenburg Local Municipality premises. In terms of the Control of Access to Public Premises and Vehicles Act, Act No 53 of 1985, security officers have the authority to arrest, search and question any person without a warrant.

It is expected that the contractor's representative and all contractors employees will give full co-operation to the security officers in the execution of their duties.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART “B”

AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY AND REGULATIONS REGARDING MANDATARIES

1. General

The Mandatory and Rustenburg Local Municipality are individual employers, each in its own right, with duties and obligations prescribed by the Occupational Health and Safety Act 85 of 1993 and Regulations.

The Mandatory accepts, in terms of the general conditions of the contract and in terms of the Act, his/her obligations as an Employer in respect of all persons in his/her employ, other persons on the premises or on the site or place of work to be executed by him/her and under his/her control. S/He shall, before commencement with the execution of the contract work, comply with the procedures stipulated in the Act, and shall implement and maintain a Health and Safety Policy and Programme on the Site and Work for the duration of the contract.

Rustenburg Local Municipality accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Mandatory and his/her responsible person shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of work.

2. Special Permits

Where special permits are required before work may be carried out such as for work, isolation permits, work permits and occupations, the Mandatory shall apply to Rustenburg Local Municipality Representative or the relevant external Authority for such permit to be issued. The Mandatory shall comply with the conditions and requirements pertaining to the issue of such permits.

3. Health and Safety Programme

The Mandatory shall, with his/her tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him/her to ensure compliance by him/her with the Act and Regulations and particularly in respect of :-

- i. the provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health and safety of his/her employees and sub-contractors in terms of section 8 of the OHS Act.
- ii. the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS Act that persons other than those in the Mandatory's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety.
- iii. ensuring, as far as is reasonably practical, in terms of section 37 of the OHS Act that no employee or sub-contractor of the Mandatory does or omits to do any act which could be an offence for the Mandatory to do or omit to do.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3.2 The Mandatory's Health and Safety Programme shall be based on a Risk Analysis in respect of the hazards to health and safety of his/her employees and other persons under his/her control, that are associated with or directly affected by the Mandatory's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

3.2.1 The Health and Safety Programme shall include full particulars in respect of:

3.2.1.1 **Reporting**

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

3.2.1.2 **Compliance**

- i. In terms of this agreement the Mandatory warrants that s/he agrees to the arrangements and procedures as prescribed by Rustenburg Local Municipality and as provided for in terms of Section 37 (2) of OHS Act for the purposes of compliance thereto.
- ii. The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.
- iii. The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by him or her.
- iv. The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the premises of Rustenburg Local Municipality.
- v. Rustenburg Local Municipality may terminate this agreement with immediate effect on written notice to the contractor in the event that the mandatory fails to comply with the signed agreement. This may further lead to liquidation, judgement etc.

3.2.1.3 **Mandatory**

The Mandatory shall be deemed to be an employer in his own right while on the premises of Rustenburg Local Municipality. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Managing Director.

3.2.1.4 **Appointments and training**

The Mandatory shall appoint competent persons as per Section 16 (2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Safety, Health and Environmental Risk (SHEQ) Manager's office.

The Mandatory shall further ensure that all his/her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his/her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Notwithstanding the provision of the above, the Mandatory shall ensure that the appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions thereof.

3.2.1.5 Supervision, disciplinary and reporting

The Mandatory shall ensure that all work performed on Rustenburg Local Municipality's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his/her employees regarding non-compliance by such employee with any health and safety matters.

The Mandatory shall further ensure that his/her employees report to him/her all unsafe or unhealthy work situations immediately after they become aware of the same and that he/she in turn immediately reports these to Rustenburg Local Municipality's representative.

3.2.1.6 Access to the OHS Act

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

3.2.1.7 Co-operation

The Mandatory and/or his/her responsible persons and employees shall provide full co-operation and information if and when Rustenburg Local Municipality or a representative inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that Rustenburg Local Municipality or a representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Mandatory and his/her responsible person/s shall make available to Rustenburg Local Municipality or a representative/s, on request, all and any checklists and inspection register/s required to be kept by him/her in respect of any of his/her materials, machinery or equipment.

3.2.1.8 Work procedures

The Mandatory shall be entitled to utilize the procedures, guidelines and other documentation as used by Rustenburg Local Municipality for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his/her responsible persons and employees are familiar with and utilize the documents.

The Mandatory shall implement safe work practices as prescribed by Rustenburg Local Municipality and shall ensure that his/her responsible persons and employees are made conversant with and adhere to such Safe Work Practices.

The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

3.2.1.9 Health and safety meetings

If required in terms of the OHS Act, the Mandatory shall establish his/her own health and safety committee(s) and ensure that his/her employees, being the committee members, hold health and safety meetings as often as may

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be required and at least once every three (3) months. Rustenburg Local Municipality may elect to permit the Mandatory's health and safety representatives to attend Rustenburg Local Municipality's health and safety committee meetings.

3.2.1.10 Compensation registration

The Mandatory shall ensure that he/she has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COID Act), and that all payments owing to the Commissioner are discharged.

The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises

3.2.1.11 Medical Examinations

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

3.2.1.12 Incident Reporting and Investigation

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to Rustenburg Local Municipality. Rustenburg Local Municipality shall further be provided with copies of any written documentation relating to any incident.

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

3.2.1.13 Subcontractors

The Mandatory shall notify Rustenburg Local Municipality of a representative of any subcontractor he/she may wish to perform work on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor commencing with the work.

Without derogating from the generality of this paragraph:

- a) The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on Rustenburg Local Municipality premises.
- b) The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline, as described under the section Supervision, discipline and reporting.
- c) The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention.
- d) The Mandatory shall inform Rustenburg Local Municipality or a representative of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on Rustenburg Local Municipality premises.

3.2.1.14 Security and Access

The Mandatory and his/her employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by Rustenburg Local Municipality. The Mandatory shall ensure that employees observe the security rules of Rustenburg Local Municipality at all times and shall not permit any person who is not directly associated with the work from entering the premises.

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

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

3.2.1.15 Fire Precautions and Facilities

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

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

3.2.1.16 Hygiene and Cleanliness

The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

3.2.1.17 Nuisance

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

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

3.2.1.18 Intoxication

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

3.2.1.19 Personal Protective Equipment

NB: Non-conformance to the PPE Policy and any instruction regarding the use of PPE is regarded as a serious and dismissible misconduct.

The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act, Construction Regulation Sec.4)e) & (h) and the approved Rustenburg Local Municipality PPE Policy. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them all material times.

The Mandatory shall supply his/her employees with the necessary safety clothing and equipment as required by the areas worked in, which includes amongst others:

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- Hard hats
- Safety shoes
- Eye protection
- Respirators
- Safety gloves
- Hearing protection
- Overalls (fire/acid resistant)
- Safety harness and any other appropriate PPE relevant to the scope of the activity.

The Mandatory shall ensure that the equipment is maintained in a good condition. In the event of the Mandatory committing a breach of this agreement and failing to remedy such breach within seven (07) days of receiving a Non-Conformance Notice from Rustenburg Local Municipality to remedy such breach, Rustenburg Local Municipality shall be entitled to terminate the contract with immediate effect.

3.2.1.20 Plant, Machinery and Equipment

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

In accordance with provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

3.2.1.21 Usage of the Employer's Equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

3.2.1.22 Transport

The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designated to do so. All drivers shall adhere to the speed limits and road signs on the premises at all time.

In the event that any hazardous substances are to be transported on premises, the Mandatory shall ensure that the requirements of then Regulations for Hazardous Chemical Substances (OHS Act 85 of 1993) are complied with at all times.

3.2.1.23 Clarification

In the event that the Mandatory requires clarification of any of the terms of provisions of this agreement, he should contact the Safety Health and Environmental Risk Department.

3.2.1.24 Duration of Agreement

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

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3.2.1.25 Headings

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

In the event of the Mandatary committing a breach of this agreement Rustenburg Local Municipality shall be entitled to suspend and or terminate the Contract with immediate effect as per 11.2.1.2 (v)(Compliance).

Signatories

Thus done and signed at _____ on

for and on behalf of the Employer

for and on behalf of the Mandatary

Witnesses:

1. _____

2. _____



Employer



Witness 1



Witness 2



Contractor



Witness 1



Witness 2

FUNCTIONALITY

The specialist earthing contractor is expected to be registered with the Construction Industry Development Board (CIDB), and have a CIDB Grading of 2EP.

The tender shall be evaluated on the 80/20 preference point system.

Contractors are expected to achieve a minimum technical functionality score of 70 out of a maximum of 100 to proceed to the next stage of evaluation.

The technical functionality shall be evaluated as follows:

Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bids under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } Ps = \frac{\quad \times 100}{500} =$$

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Item	Criteria	Weights	Max score
1	Company Previous Experience		
1.1	The contractors shall provide references for projects where similar work was successfully completed. 5 – Above Similar Projects (Value = 5) 3 – 4 Similar Projects (Value = 4) 1 – 2 Similar Projects (Value = 3) 0 Similar Projects (Value = 0)	40	
2	Experience of key Personnel		
2.1	Earthing Designer / Project Manager (Attach CV and certified qualifications: Engineering Degree / Engineering Diploma, ECSA Registration) 0 – 2 years (Value = 2) 3 – 5 years (Value = 4) 6 – and above (Value = 5)	15	
2.2	Project / Team Leader (Attach CV and certified qualifications: Electrician Certificate / Engineering Diploma, ORHVS Certificate) 0 – 2 years (Value = 2) 3 – 5 years (Value = 4) 6 – and above (Value = 5)	10	
2.3	Occupational Health and Safety (Attach CV and certified qualifications: OHS Training Certificates) 0 – 2 years (Value = 2) 3 – 5 years (Value = 4) 6 – and above (Value = 5)	10	
2.4	Electricians / Assistants (Attach CVs and certified qualifications: Electrician Certificate) 0 – 2 years (Value = 2) 3 – 5 years (Value = 4) 6 – and above (Value = 5)	10	
3	Contractor's Design Capabilities		
3.1	The contractor shall demonstrate ability to perform soil resistivity tests, do earthing designs using design software, e.g. CDEGS, etc Access to design facility (Own Software and Test equipment) (Value = 5) Access to design facility (Rented Software and Test equipment) (Value = 3) No access to design facility (Value = 0)	15	
Total		100	

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PRICING INSTRUCTIONS

5. General

The pricing instructions describe the criteria and assumptions which will be assumed in the contract that the Tenderer has taken into account when developing his prices. The bills of quantities record the contractor's rates for providing supplies, services, engineering and construction works in accordance with the scope of work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the contract data. These items are not described in the pricing data.

The tenderer's obligations in pricing the tender offer and the employer's undertakings in the checking and correction of arithmetical errors are dealt with in the standard conditions of tender contained in annexure F of SANS 294, as amended in and read in conjunction with the tender data.

6. Documents mutually explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The bill of quantities forms an integral part of the contract documents and shall be read in conjunction with the tender data, contract data, and scope of work, site information general and special conditions of contract, the specifications and the drawings.

7. Definitions

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

Unit	The unit of measurement for each item of work as defined in the scope of work and site information
Quantity	The number of units of work for each item.
Rate	The payment per unit of measurement at which the contractor contracts to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount contracted for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

8. Descriptions

Descriptions in the bill of quantities are abbreviated and comply generally with those in the standardized specifications. Clause 8 of each standardized specification, read together with the relevant clauses of the scope of work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable standardized specification, or the scope of work, conflict with the terms of the bill, the requirements of the standardized specification or scope of work, as applicable, shall prevail.

9. References

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The clauses in a specification in which further information regarding the schedule item can be obtained appear under “reference clause” in the bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents.

Standardized specifications are identified by the letter or letters which follow in the COLTO 1998 Edition.

10. Net measurements

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

11. Quantities

The quantities set out in the bill of quantities are the estimated quantities of the contract works, but the contractor will be required to undertake whatever quantities may be directed by the engineer from time to time. The contract price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

12. Currency

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

13. Value Added Tax

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

10. Rates and prices

10.1 General

- a) The contractor must price each item in the bill of quantities in **BLACK INK**.
Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the bill of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.
- d) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

10.2 “Rate only” items

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

10.3 Arithmetic

Excepting where sum amounts are required or where provisional sums have been indicated, the contractor shall enter an applicable rate in the rate column of the bill of quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the employer in determining the contract price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, such error will be corrected by the employer in determining the contract price.

11. Variation in text

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

12. Construction

- a) Attention is drawn to clause 6.7.1 of the general conditions of contract and the contractor must not order the quantities of materials stated in the bill of quantities until he has confirmation from the Manager Electrical or measurement on site that such equipment are in fact the correct equipment.
- b) Items marked "L" in the bill of quantities shall be carried out using labour intensive methods.

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RUSTENBURG LOCALMUNICIPALITY

C2.2 Bill of Quantities

- This Bill of Quantities forms part of the contract documents and must be read together with
1. This Bill of Quantities forms part of the contract documents and must be read together with the bid conditions and specifications (see also paragraphs of tender conditions).
 2. The unit price quoted in the Bill of Quantities must cover the full value of material and labour as described in every item, as well as all risks, accountability and responsibilities described or implied in the bid.
 4. The detailed BOQ is attached hereto

RE- ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0102/2020/21

EARTHING AND RELATED WORKS BOQ

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Witness 2

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Witness 1

Witness 2

**RE-ADVERT: APPOINTMENT OF A SPECIALIST EARTHING CONTRACTOR TO DESIGN, INSTALL AND TEST SUBSTATION
EARTHING AT MUNIC AND PARK SUBSTATIONS FOR RUSTENBURG LOCAL MUNICIPALITY**

RLM/DTIS/0102/2020/21

EARTHING AND RELATED WORKS BOQ

BILL NO. 1 : PRELIMINARY AND GENERAL PROVISIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
1.1	Fixed costs for compliance with Conditions of Contract, Preliminary and General Provisions, etc.	Item	Lot		
1.2	Time-related costs for compliance with Conditions of Contract, Preliminary and General Provisions.	Item	Lot		
1.3	Value-related costs for compliance with Conditions of Contract, Preliminary and General Provisions.	Item	Lot		
1.4	Fixed costs for compliance with conditions of the Occupational Health and Safety requirements and provisions	Item	Lot		
	TOTAL FOR BILL 1 CARRIED TO SUMMARY BILL				

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Witness 2

MUNIC SUBSTATION - ELECTRICAL EARTHING COST

Bill 2

Item	Description	Unit	Quantity Estimate	Quantity Re- measured	Rate	Total
BILL NO 2: MUNIC SUBSTATION EARTHING WORKS						
2.1	<u>EXISTING UNDERGROUND SERVICES</u> Identification of the position of all underground services within the substation yard. This includes identification of any existing earth mat.	Sum	1			
2.2	<u>DESIGN OF EARTH MAT</u> Performing soil resistivity tests, designing of earth mat and submission of designs to engineer for approval	Sum	1			
2.3	<u>EXCAVATION</u> Excavation, backfilling, import of suitable backfilling where necessary, consolidation, compaction and making good of trenches in the following soil conditions Pickable soil	Cub m	350			
2.4	<u>10mm dia ROUND COPPER MAIN EARTH GRID</u> Supply and installation of solid 10mm dia copper earth grid complete including brazing at joints and crossings in ground					
2.4.1	Supply	m	600			
2.4.2	Installation	m	600			
Carried forward to next page						

Employer

Witness 1

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Witness 1

Witness 2

Item	Description	Unit	Quantity Estimate	Quantity Re- measured	Rate	Total
		Brought forward from previous page				
2.5	BONDING EQUIPMENT Bonding of outdoor equipment or structures to earth mat by means of 2.5m 50 x 5mm galvanised mild steel flat bar. Rate should include for the brazing of the flat bar to the earth-mat and bonding to equipment and structure					
2.5.1	Total Rate	No	6			
2.5.2	Bonding of 11 and 33kV switchgear earth bars to the earth mat by means of 2.5m 25 x 4mm copper bar brazed to the earthing system and bonded to the switchgear earth. Supply Only	No	8			
2.5.3	Installation	No	8			
2.5.4	Bonding of earth mat to existing building roofs by means of 10mm dia solid aluminium conductor installed surface wall mounted in a 25mm dia galvanised conduit with stand-off saddles. Bonding and connection of the aluminium conductor to be done by suitable bi-metal lugs Supply Only	No	4			
2.5.5	Installation	No	4			
2.6	EARTH SPIKES Supply and installation of 1.5m x 16mm dia copper clad earth spikes complete including the brazing at connection points to the main earth grid					
2.6.1	Supply Only	No	50			
2.6.2	Installation	No	50			
		Carried forward to next page				

Employer

Witness 1

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Contractor

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Item	Description	Unit	Quantity Estimate	Quantity Re- measured	Rate	Total
		Brought forward from previous page				
2.7	CHEQUERED COVER PLATES Provision of chequered cover plates for trench covering in the substation (1200mm x 600mm x 1.2mm)					
2.7.1	Supply Only	No	16			
2.7.2	Installation	No	16			
2.8	SBV4 EARTH BARS Reinstallation of earth bars for the 11kV SBV4 Switchgear panels. Provision shall be made for all the earth bars and associated accessories necessary to complete installation. Connection of all earth equipment to the earth bar and bonding of the earth bar to the substation earth grid.					
2.8.1	Supply Only	No	20			
2.8.2	Installation	No	20			
2.9	MISCELLANEOUS ITEMS Any items the contractor deems necessary for the successful completion of the works, which are not listed in the items above					
	a)	Sum	1			
	b)	Sum	1			
	c)	Sum	1			
	d)	Sum	1			
2.10	TESTING Testing of the earth grid resistance and continuity after the completion of the installation	Sum	1			
	TOTAL FOR BILL 2 CARRIED TO SUMMARY BILL					

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Witness 2

PARK SUBSTATION - ELECTRICAL EARTHING COST

Bill 3

Item	Description	Unit	Quantity Estimate	Quantity Re- measured	Rate	Total
BILL NO 3: PARK SUBSTATION EARTHING WORKS						
3.1	<u>EXISTING UNDERGROUND SERVICES</u> Identification of the position of all underground services within the substation yard. This includes identification of any existing earth mat.	Sum	1			
3.2	<u>DESIGN OF EARTH MAT</u> Performing soil resistivity tests, designing of earth mat and submission of designs to engineer for approval	Sum	1			
3.3	<u>EXCAVATION</u> Excavation, backfilling, import of suitable backfilling where necessary, consolidation, compaction and making good of trenches in the following soil conditions Pickable soil	Cub m	300			
3.4	<u>10mm dia ROUND COPPER MAIN EARTH GRID</u> Supply and installation of solid 10mm dia copper earth grid complete including brazing at joints and crossings in ground					
3.4.1	Supply	m	550			
3.4.2	Installation	m	550			
Carried forward to next page						

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Witness 1

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Witness 1

Witness 2

Item	Description	Unit	Quantity Estimate	Quantity Re- measured	Rate	Total
Brought forward from previous page						
3.5	BONDING EQUIPMENT Bonding of outdoor equipment or structures to earth mat by means of 2.5m 50 x 5mm galvanised mild steel flat bar. Rate should include for the brazing of the flat bar to the earth-mat and bonding to equipment and structure					
3.5.1	Total Rate	No	6			
3.5.2	Bonding of 11 and 33kV switchgear earth bars to the earth mat by means of 2.5m 25 x 4mm copper bar brazed to the earthing system and bonded to the switchgear earth. Supply Only	No	8			
3.5.3	Installation	No	8			
3.5.4	Bonding of earth mat to existing building roofs by means of 10mm dia solid aluminium conductor installed surface wall mounted in a 25mm dia galvanised conduit with stand-off saddles. Bonding and connection of the aluminium conductor to be done by suitable bi-metal lugs Supply Only	No	4			
3.5.5	Installation	No	4			
3.6	EARTH SPIKES Supply and installation of 1.5m x 16mm dia copper clad earth spikes complete including the brazing at connection points to the main earth grid					
3.6.1	Supply Only	No	45			
3.6.2	Installation	No	45			
Carried forward to next page						

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Witness 2

Item	Description	Unit	Quantity Estimate	Quantity Re- measured	Rate	Total
		Brought forward from previous page				
3.7	<u>CHEQUERED COVER PLATES</u> Provision of chequered cover plates for trench covering in the substation (1200mm x 600mm x 1.2mm)					
3.7.1	Supply Only	No	5			
3.7.2	Installation	No	5			
3.8	<u>SBV4 EARTH BARS</u> Reinstallation of earth bars for the 11kV SBV4 Switchgear panels. Provision shall be made for all the earth bars and associated accessories necessary to complete installation. Connection of all earth equipment to the earth bar and bonding of the earth bar to the substation earth grid.					
3.8.1	Supply Only	No	24			
3.8.2	Installation	No	24			
3.9	<u>MISCELLANEOUS ITEMS</u> Any items the contractor deems necessary for the successful completion of the works, which are not listed in the items above					
	a)	Sum	1			
	b)	Sum	1			
	c)	Sum	1			
	d)	Sum	1			
3.10	<u>TESTING</u> Testing of the earth grid resistance and continuity after the completion of the installation					
		Sum	1			
	TOTAL FOR BILL 3 CARRIED TO SUMMARY BILL					

Employer

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SUMMARY OF BILL OF QUANTITY		
BOQ No.	DESCRIPTION	TOTAL AMOUNT
1	Preliminary and General Provisions	
2	Munic Substation Earthing Works	
3	Park Substation Earthing Works	
TOTAL OF PRICED ITEMS (EXCL. VAT)		
CONTINGENCY @ 10%		
ADD 15% VAT		
TOTAL TENDER AMOUNT		

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