



TENDER NO. ELEC 07/2021/22

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

Name of Tenderer	
Address (Physical)	
Telephone Number	
Email	
Date	
Signature	
Amount (VAT Included)	
Duration (weeks)	
B-BBEE Status Level	

(Project Ref No. E22005)

MARCH 2022

Compiled for :

**THEEWATERSKLOOF MUNICIPALITY
DEP. DIRECTOR : ELECTRICAL SERVICES
PO BOX 24
CALEDON
7230**

**TEL : (028) 214 3365
FAX : (028) 214 1289**

Compiled by :

NEIL LYNERS AND ASSOCIATES (PTY) LTD



**CONTACT PERSON
TEL :
FAX :
Email**

**P O BOX 4901
TYGERVALLEY
7536**

**Theo Potgieter
(021) 914 0300
(021) 914 0437
theo@lynerns.co.za**

(i)

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

INVITATION TO BID (MBD 1 PART A)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY

BID NUMBER:	ELEC 07/2021/22	CLOSING DATE:	27 MAY 2022	CLOSING TIME:	12H00
-------------	-----------------	---------------	-------------	---------------	-------

DESCRIPTION ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).

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

Tender Box No 1, THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, Caledon, 7230

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]

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
---	---	--	--

3 TOTAL NUMBER OF ITEMS OFFERED		4 TOTAL BID PRICE	R
---------------------------------	--	-------------------	---

5 SIGNATURE OF BIDDER		6 DATE	
-----------------------	-------	--------	--

7 CAPACITY UNDER WHICH THIS BID IS SIGNED			
---	--	--	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT	SCM	CONTACT PERSON	Theo Potgieter
CONTACT PERSON	Ashley Hendricks	TELEPHONE NUMBER	083 628 9683
TELEPHONE NUMBER	028 214 3300	FACSIMILE NUMBER	021 914 0437
FACSIMILE NUMBER	028 212 1229	E-MAIL ADDRESS	theo@lyniers.co.za
E-MAIL ADDRESS	ashleyhe@twk.org.za		

TECHNICAL INFORMATION MAY BE DIRECTED TO:

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

TERMS AND CONDITIONS FOR BIDDING (MBD 1 PART B)
--

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 FIDIC GENERAL CONDITIONS OF CONTRACT 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)? 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ 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:

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

PARTICULARS OF TENDERER

1. TENDERER:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
E-MAIL ADDRESS:
2. BANK:
BRANCH:
CHEQUE ACCOUNT NUMBER:
CONTACT PERSON:
TELEPHONE NUMBER:
E-MAIL ADDRESS:
3. PERFORMANCE SECURITY:
BRANCH -CONTACT PERSON:
TELEPHONE NUMBER:
4. VAT REGISTRATION NUMBER:
5. CIDB REGISTRATION NUMBER:
6. CSD REGISTRATION NUMBER :

I/we hereby give authorisation to THEEWATERSKLOOF Municipality and/or Neil Lyners and Associates (RF) (Pty) Ltd to obtain bank codes from my/our financial institution listed above.

.....
SIGNATURE OF TENDERER

.....
DATE

Bank Code definitions:

Code B: Good for the Amount
Code C: Good for the amount under normal working conditions
Code D: Reasonable risk for amount
Code E: Amount too high
Code F: Financial position unknown
Code G: RD commission occurs/payment deferred
Code H: RD commissions occurs frequently

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
COVER PAGE		
INVITATION TO BID		(i)
TERMS AND CONDITIONS FOR BIDDING		(ii)
PARTICULARS OF TENDERER		(iii)
CONTENTS		(iv) to (v)

THE TENDER

PART T1	TENDERING PROCEDURES	T1.0 – T1.8
T1.1	Tender Notice and Invitation to Tender	
T1.2	Tender Data	
PART T2	RETURNABLE DOCUMENTS	T2.0 – T2.64
T2.1	List of Returnable Documents	
T2.2	Returnable Schedules	

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA	C1.0 – C1.16
C1.1	Form of Offer and Acceptance	
C1.2	Contract Data	
C1.3	Form of Performance Security (Pro Forma)	
C1.4	Form of Retention Money Guarantee (Pro Forma)	

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
PART C2	PRICING DATA	C2.0 – C2.21
C2.1	Pricing Assumptions	
C2.2	Bills of Quantities	
C2.3	Data Sheets	
PART C3	SCOPE OF WORK	C3.0 – C3.10
C3.1	Description of the Works	
	Section 1: General	
	Section 2: Electrical Construction	
	Section 3: Applicable Standards and Specifications	
	Section 4: Tender Drawings	

APPENDICES

APPENDIX A	CIDB Standard Conditions of Tender	C4.0
APPENDIX B	Occupational Health and Safety Specification (OH&S)	C5.0

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

PART T1 : TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

Theewaterskloof Municipality, Deputy Director : Electrical Services, invites tenders for contract no: ELEC 07/2021/22 for the electrification of approximately 100 informal houses in Riemvasmaak, Caledon.

Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions and Tender Data (Clause C.2.1), and Special Conditions of Tender (Schedule 3B), are eligible to submit tenders. It is estimated that tenderers should have a CIDB contractor grading designation of **3EP** or higher.

All bids received shall be evaluated in terms of the Theewaterskloof Municipality's Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2017. It is estimated that the 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

The successful tenderer must also be registered on the Centralized Supplier Database (CSD). Tenderers can register on www.csd.gov.za.

A set of tender documents may be obtained from Lyners Consulting Engineers, Ground Floor, South Gate Building, South Gate Entrance, Carl Cronje Drive, Tygerwaterfront from **Monday, 25 April 2022** between 8:00 and 16:00, Monday to Friday. Payment of a non-refundable tender participation fee of R500.00 (Vat inclusive) is applicable. This is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee must accompany your tender document when submitting it. Enquiries in this regard can be referred to Me Natalie Arendse at nataliear@twk.org.za.

Tenders may only be submitted on the original tender documentation that is issued from Neil Lyners and Associates.

Technical queries relating to this tender may be addressed to Mr Theo Potgieter, Tel No. 021 914 0300, e-mail theo@lyners.co.za.

A **compulsory clarification meeting** with representatives of the Employer will take place at the Theewaterskloof Municipality Technical Offices, 26 Church Street, Caledon on **Wednesday, 11 May 2022 starting at 11:00**. Prospective tenderers who arrived later than 11:15 will not be allowed into the clarification meeting.

The closing time for receipt of tenders is 12:00 on **Friday 27 May 2022** at the Theewaterskloof Municipality. Tenders, in sealed envelopes, marked "ELEC 07/2021/22 : ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON", must be placed in the Tender Box No 1, located at the main entrance of Theewaterskloof Municipality, 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm. Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. Theewaterskloof Municipality reserves the right to scale down on the scope of work in order for the contract value to fit into the available budget for 2022/2023.

J Jonkers
Act. Municipal Manager
P O Box 24
CALEDON
7230

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

T1.2: TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (refer: www.cidb.org.za) as included in the August 2019 edition (published in Government Gazette no 42622 of 8 August 2019) and which incorporates the amendments made in Board Notice No 423 of 2019.

The Standard Conditions of Tender make several references to the Tender Data. 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	Wording
C.1.1	The employer is Theewaterskloof Municipality.
C.1.2	The tender documents issued by the employer comprise: PART T1 : TENDERING PROCEDURES 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 Performance Security (Pro Forma) C1.4: Form of Retention Money Guarantee (Pro Forma) PART C2 : PRICING DATA C2.1: Pricing Assumptions C2.2: Bills of Quantities PART C3 : SCOPE OF WORK C3.1: Project Specification APPENDICES Appendix A : CIDB Standard Conditions of Tender Appendix B : Occupational Health and Safety Specification
C.1.4	<i>Add the following:</i> Attention is drawn to the fact that verbal information, given by the Employer or Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents. The Employer's Agent is: Theo Potgieter – Neil Lyners & Associates Tel: 021 914 0300 Cell: 083 628 9683 Email: theo@lyners.co.za

Clause	Wording
C.1.6.2	<i>Add the following</i> A competitive negotiation procedure will not be followed.
C.1.6.3	<i>Add the following</i> A two-stage system will not be followed.
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: a) Attendance of compulsory clarification meeting. (Completion of Schedule 2A) b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (Estimated 3EP, Attached proof to Schedule 2C). c) Payment of a non-refundable tender participation fee. (Attached proof to Schedule 2F) d) The tenderer has demonstrated previous experience on electrification for informal housing related projects of the same nature (Attached proof to Schedule 1F). Proof of past work experience in terms of similar electrification for informal houses projects successfully completed in the last five (5) years and for which the cumulative value of work is at least R2 million is required. Furthermore, a minimum of two (2) similar projects is required.
C2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an EP class of construction work, are eligible to have their tenders evaluated. Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of the requirement above and who satisfy all other Eligibility Criteria in terms of this Tender, may submit tender offers. Joint ventures are eligible to submit tenders provided that: 1. each 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 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an EP class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
C.2.7	The arrangements for a compulsory clarification meeting are: Location: Theewaterskloof Municipality (Caledon) Address: 26 Church Street Date: Wednesday, 11 May 2022 Starting time: 11:00 Add the following: Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.
C.2.11	All corrections in the bill of quantities shall be done by deleting, re-writing and initialling next to the amendment. The use of correction fluid is prohibited.
C.2.12	No alternative offers will be applicable for this Tender.
C.2.13.2	Tender documents submitted shall be the original completed document, completed by hand in black ink. Copies of the completed document or parts thereof will not be accepted as a legal tender document and will result in such tender to be considered as non-responsive.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer are:

Clause	Wording
	Location of tender box: Theewaterskloof Municipality, Main Entrance, Tender Box No 1 Physical address: 6 Plein Street Caledon
	Identification details: BID NO ELEC 07/2021/22 : ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON
C.2.14	All items indicated in the bill of quantities must be priced. The tender amount must therefore cover the total scope of work requested.
C.2.15	The closing time for submission of tender offers is: 12:00 on Friday, 27 May 2022 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
C.2.16	The tender offer validity period is NINETY (90) days.
C.2.17	Add the following: A tender may be rejected if the unit rates or lump sums for some of the items in the Bill / Schedule of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within a period of seven days of having been notified in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.
C.2.19	Add the following Access shall be provided for the following inspections, tests and analyses: An opportunity for inspection of the site conditions will be provided for as part of the compulsory clarification meeting.
C.2.23	The tenderer is required to submit the following certificates with his tender:
C.2.23.1	A Certificate of Contractor Registration (CIDB), issued by the Construction Industry Development Board, must be submitted. 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.
C.3.2	Issue addenda <i>Add the following to F.3.2:</i> Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
C.3.4	The time and location for opening of the tender offers are: Time: 12:00 on Friday 27 May 2022 Location: Theewaterskloof Municipality, 6 Plein Street, Caledon
C.3.5	A two-envelope procedure will not be followed.
C.3.8	Test for Responsiveness Tender offers will be considered non-responsive if, inter alia: (This is a requirement on submission of the bid document) a) The Bidder did not fully complete and sign the offer section of the "Form of offer and acceptance" (Part C1.1); b) The Bidder does not comply with the eligibility criteria listed above in clause C2.1; c) The Bidder has failed to comply with the prescribed specifications, Pricing Assumptions and Bill of Quantities as advertised; d) The Bidder has failed to comply with the additional conditions of tender as included in clause C4 Test for administrative compliance Tenders will be found non-compliant if, inter alia: (These documents may be requested) a) The bidder has failed to complete and sign and attach requested information to all schedules not excluded in responsiveness criteria; b) The bidder has failed to submit a municipal account of where the head office of the

Clause	Wording
	company is registered or in case where the premise is leased, the tenderer has failed to provide a copy of the lease of the premise. c) The bidder has failed to submit a valid Tax Compliance Status Pin Certificate, a valid Tax Compliance Status Pin Certificate may be requested. d) The bidder has failed to submit a certified valid B-BBEE certificate, EME or QSE affidavit, whereas points were claimed and a copy of certificate or affidavit was supplied, a certified copy of the valid B-BBEE certificate, EME or QSE affidavit may be requested. e) The bidder has failed to submit proof of payment for tender participation fee. Proof of payment be requested. f) The tenderer has failed to submit proof of good standing from the Department of Labour related to good standing with regards to COIDA payments. A certified copy of the proof of good standing may be requested. g) The tenderer has failed to submit proof of registration with the relevant Bargaining Council (or relevant affiliation). Should such be in place, a certified copy of the proof of registration may be requested. h) The Bidder has failed to comply with the Special Conditions of tender contained in Schedule 3B.
C.3.8	Test for Responsiveness <i>Add new sub-clause C.3.8.3</i> Risk Analysis Notwithstanding compliance with regard to CIDB requirements and other eligibility criteria, the Employer will perform a risk analysis on the highest ranked Tenderer in respect of the following: a) the reasonableness of the financial offer b) the reasonableness of individual rates and prices c) the tenderer's ability to fulfil its obligations in terms of the contract, which will be based upon the tenderer demonstrating necessary technical qualifications, competence, technical expertise and resources, and other requirements as per the Tender Data d) the tenderer's ability to fulfil its financial obligations in terms of the contract, for this the tenderers must have at least a Bank Code C or better (Good for the amount of the enquiry strictly in the way of business). Tenderers must complete Schedule 1A – Particulars of Tenderer A Tenderer will not be considered should there be a clear possibility that any of the above items can create a financial and/or technical risk for the Employer during the execution of the Contract.
C.3.9	Arithmetical Errors The highest ranked Tenderer will be notified of all errors or omissions that are identified in the tender offer and will be requested to either confirm the tender offer as tendered or accept the corrected total of prices as per clauses C.3.9.2 and C3.9.3. As per clause C3.9.4, where a Tenderer elects to confirm the tender offer as tendered, arithmetical errors will be corrected in the following manner: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. 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. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the

Clause	Wording																				
	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. The tender offer will be rejected if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.																				
C.3.11	The procedure for the evaluation of responsive tenders is indicated in the Preferential Procurement Policy of Theewaterskloof Municipality and will be in line with the Preferential Procurement Regulations of 2017. Price and Preference will be used to evaluate this tender. Evaluation of tender offers General THE 80/20 PREFERENCE POINT SYSTEMS A maximum of 80 points is allocated for price for all projects with value up to R50 000 000 on the following basis: $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where P_s = Points scored for comparative price of bid under consideration P_t = Comparative price of bid under consideration $P_{\min}$ = Comparative price of lowest acceptable bid Points awarded for B-BBEE Status Level of Contribution 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: <table border="1" data-bbox="549 1240 1273 1749"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates. Bidders other than EMEs must submit their original and valid B-BBEE status level verification	B-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of points (80/20 system)																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				

Clause	Wording
	certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract. If a valid B-BBEE certificate of EME affidavit is not attached it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed. If a valid B-BBEE certificate or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed. Please note that the Municipality will not request a valid B- BBEE certificate or Sworn Affidavits if such is not attached to the bidders tender at closing date of this tender.
C.3.13	Theewaterskloof Municipality reserves the right to scale down on the Scope of Work in order for the contract value to fit into available budget for 2021/22. The evaluation of the tender offers will however, as per the guidelines of the CIDB, be based on the full tender amounts as received.
C.3.13	Bid offers will only be accepted if: a) The bidder's Tax matters have been declared in order or has made arrangements to meet outstanding tax obligations. (The Tenderer must provide the necessary PIN for the Employer to assess the Tax status on the SARS database.) b) The bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combatting of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) The bidder has not: i) abused the Employer's Supply Chain Management System; or ii) failed to pay municipal rates and taxes of service chargers and such rates, taxes and charges are not in arrears for more than three months iii) failed to perform on any previous contract as has been given written notice to this effect; d) The bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process.

Clause	Wording
C.3.16	If the Supply Chain Management Bid Adjudication Committee, or the Municipal Manager, has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision. Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision. Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the Municipal Manager, 6 Plein Street, CALEDON, 7230. The format of the appeal must: • set out the reasons for the appeal; • state in which way the appellant's rights have been affected by the decision; • state the remedy sought, and No bid shall be formally accepted until either the expiry of the 21 day appeal period, or confirmation in writing before the expiry of the 21 day appeal period that none of the affected parties intend to appeal, or confirmation of the satisfactory resolution of any appeals Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000). The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work. The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process.
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).

C.4 ADDITIONAL CONDITIONS OF TENDER (SPECIFIC DOCUMENT)

(In case of any conflict between these additional conditions of tender and the CIDB referenced clauses C1.1 to C3.17 above, the latter CIDB references shall take precedence, except where legislation has been amended.)

The additional conditions of tender are:

C.4.1 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document **(Form of Offer and Acceptance)**;
- b) if the tender is not completed in hand written non-erasable black ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

C.4.2 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

C4.3 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
 - who is in the service of the state;
 - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
 - who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete **Schedule 1B**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

C4.4 Combating abuse of the Supply Chain Management Policy

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedule 1P**, Returnable Schedules: Declaration of Bidders Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

C4.5 COIDA payments

The Tenderer shall submit to Council a letter from the Department of Labour indicating his good standing with regard to COIDA payments. Complete **Schedule 2H** and append the letter in this regard.

C4.6 Registration with Bargaining Council (or relevant affiliation)

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette. Complete **Schedule 2H** and append the certificate in this regard.

C4.7 Labour intensive construction/use of local labour

The special conditions of tender should be met in order to be awarded the tender. The special conditions as set out under Schedule 3B.

C4.8 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

The Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons, including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire- and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

C4.9 Eligibility with respect to expanded public works programme

This Contract does qualify for consideration as an Expanded Public Works Programme project.

C4.10 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.

- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

C4.11 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with C.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

C4.12 Community liaison officer

As per the scope of work

C4.13 Labour intensive construction/use of local labour

It is a requirement of the Contract that the work be executed in such a manner as to maximize the use of labour intensive systems as well as the use of local labour. In this regard, Schedule 1S must be fully completed.

C4.14 Price Variations

As per the Contract Data

C4.15 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in C.2.13.2 and C.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.

- (e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in C.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C4.16 Special Conditions of Tender

The special conditions of tender should be met in order to be awarded the tender. Special conditions of tender are set out under **Schedule 3B**.

C4.17 Signature

Tenderers must complete and sign all schedules. The Company's name must not be used as signature. If the section/schedules are signed by the person authorised to sign the tender, the municipality will interpret that the section/schedule is signed.

Annexure G
(normative)

Alpha-numeric associated with the Contractor Grading Designations

Table G1 : Contractor grading designations and associated parameters (as from 5 October 2019)

Contractor Grading Designation	Tender Value Range Designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

THEEWATERSKLOOF MUNICIPALITY**ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON****PROJECT REF NO. E22005****T2.1 : LIST OF RETURNABLE DOCUMENTS**

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

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
(included hereafter for completion)**

Schedule : 1A	Authority for Signatory
Schedule : 1B	Compulsory Enterprise Questionnaire
Schedule : 1C	Declaration Concerning Fulfillment of the Construction Regulations
Schedule : 1D	Experience of Key-Personnel
Schedule : 1E	Availability of Resources
Schedule : 1F	Previous Experience on Contracts of a Similar Value and Nature
Schedule : 1G	Estimated Monthly Cash-flow
Schedule : 1H	Schedule of Proposed Subcontractors
Schedule : 1I	Joint Venture Disclosure Form
Schedule : 1J	Contractor's Information
Schedule : 1K	Declaration in terms of the MFMA in terms of Municipal Rates & Services
Schedule : 1L	Tax Clearance Certificate (MBD 2)
Schedule : 1M	Declaration of Interest (MBD 4)
Schedule : 1N	Declaration for Procurement above R10 Million (MBD 5) – NOT APPLICABLE
Schedule : 1O	Preference Points Claim Form (MBD 6.1)
Schedule : 1P	Declaration of Bidders Past Supply Chain Management Practices (MBD 8)
Schedule : 1Q	Certificate of Independent Bid Determination (MBD9)
Schedule : 1R	Schedule of estimated local labour to be employed on the contract

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Schedule : 2A	Certificate of Attendance at Clarification Meeting
Schedule : 2B	Documents of Incorporation
Schedule : 2C	Certificate of Contractor Registration Issued by the CIDB
Schedule : 2D	Health and Safety Agreement
Schedule : 2E	B-BBEE Certificate
Schedule : 2F	Proof of payment of tender participation fee
Schedule : 2G	Form of indemnity
Schedule : 2H	Letter of good standing with relevant authorities

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
(to be attached with submission)**

Schedule : 3A Record of Addenda to Tender Documents

Schedule : 3B Special Conditions of Tender

**4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE
CONTRACT (included hereafter for completion)**

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data (Part 1 & 2)

C1.3 : Form of Performance Security (Pro Forma)

C1.4 : Form of Retention Money Guarantee (Pro Forma)

C2.1 : Pricing Instructions

C2.2 : Bills of Quantities

C2.3 : Data Sheets

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1A: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

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

A. Certificate for Company

I,, chairperson of the board of directors of
, hereby confirm that by resolution of the board
(copy attached) taken on 20..., Mr/Ms
 acting in the capacity of, was authorized to sign all documents in
 connection with this tender for contract and any contract resulting from it on behalf of the
 company.

As witnesses :

1. Chairman :
 2. Date :
 Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr/Ms,
 acting in the capacity of to sign all documents in connection
 with the tender for Contract and any contract resulting from it on
 our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

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

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

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

D. Certificate for Sole Proprietor

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

As witnesses:

1. _____ Signature : Sole owner : _____
 2. _____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms
 acting in the capacity of, to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

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

Name of 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;
- 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;
- v) 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 _____

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1C : DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS

In terms of clause 5.1(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

YES	
NO	

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

(Tick)

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

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

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

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

(Tick)

YES	
NO	

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

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1D : EXPERIENCE OF KEY-PERSONNEL

The tenderer shall set out in the tables hereafter details of the **relevant experience** in similar projects **successfully completed in the last five (5) years** by the persons identified for each listed position.

Note: One person only to qualify for each of the positions listed below. The key-personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. **Should any of the persons identified not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.**

Contract's Manager	NAME:				
Contact and Client	TERTIARY QUALIFICATION				
	Project Description	Position held	Value of work (Incl. VAT) (R million)	Month & Year Commence	Month & Year Completed

Site Agent	NAME:				
Contact and Client	TERTIARY QUALIFICATION				
	Project Description	Position held	Value of work (Incl. VAT) (R million)	Month & Year Commence	Month & Year Completed

* To be filled in by Tenderer

Signed Date

Name Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1E : AVAILABILITY OF RESOURCES

The tenderer shall set out in the tables hereafter details of the **relevant items and/or equipment** available for this project

(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.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1F : PREVIOUS EXPERIENCE ON CONTRACTS OF THE SAME VALUE AND NATURE
--

The tenderer shall insert in the spaces provided below a list of the tenderer's past work experience in terms of **similar projects successfully completed in the last five (5) years and for which the cumulative value of work is at least R2 million. A minimum of two (2) projects is required.** The value and scale of the projects indicated for these purposes must be supplied together with any other relevant information.

Listed projects with invalid or incorrect contact details for the employer and/or consulting engineer and information not supplied in the format as requested below will **NOT** be considered.

Employer (Name and Contact No.)	Consulting Engineer (Name and Contact No.)	Similar electrification of informal houses projects (Include details of number of connections and type of electrification)	Value of Work (incl. VAT) (R million)	Month & Year Commence	Month & Year Completed

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1G : ESTIMATED MONTHLY CASH-FLOW
--

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
TOTAL	

Signed

Date

Name

Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1H : SCHEDULE OF PROPOSED LOCAL SUBCONTRACTORS
--

We notify you that it is our intention to employ the following Local Subcontractors to work on this contract. If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Local Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Local Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

THEEWATERSKLOOF MUNICIPALITY**ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON****PROJECT REF NO. E22005****SCHEDULE 1I: JOINT VENTURE DISCLOSURE FORM****GENERAL**

- i) Refer Scope of Works: Paragraph C3.1.1
- ii) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- iii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iv) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- v) ABE partners must complete ABE Declaration Affidavits.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address
.....
.....
- c) Physical address
.....
.....
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

2.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

- 3.3(a)** Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax
- Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....
(Continue as required for further non-Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) %
- c) Affirmable Joint Venture Partner percentages in respect of *

- (i) Profit and loss sharing.....
- (ii) Initial capital contribution in Rand (R)

.....
 (*Brief descriptions and further particulars should be provided to clarify percentages).

- (iii) Anticipated on-going capital contributions in Rand (R)
-
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
-
-

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NON-AFFIRMABLE JOINT VENTURE PARTNERS		PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint Venture cheque signing

.....

b) Authority to enter into contracts on behalf of the Joint Venture

.....

c) Signing, co-signing and/or collateralising of loans

.....

d) Acquisition of lines of credit

.....

e) Acquisition of performance bonds

.....

f) Negotiating and signing labour agreements

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- a) Identify the “managing partner”, if any

.....

- b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

- c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.)

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

T2.21

Duly authorised to sign on behalf of
Name
Address
Telephone
Date

Signature
Duly authorised to sign on behalf of
Name
Address
Telephone
Date

[Continue as necessary]

11

11

11

11

11

11

[illegible][illegible][illegible]

R

R

R

R

R

R

R	
---	--

R	
---	--

R

--	--	--	--	--	--	--	--

--	--	--	--	--	--	--

--	--	--	--	--	--

--	--

R	
---	--

R

R

[illegible][illegible]

--	--	--	--

11. PROFESSIONALS ATTACHED TO THE CONCERN WITH QUALIFICATIONS (Name and Qualification)

Initials	Qualifications	Surname

Initials	Qualifications	Surname

PART 2

12. NAMES AND NUMBERS OF DIRECTORS/PARTNERS/MEMBERS - % SHAREHOLDING

	Initials	Surname	ID Number	Sex	% Holding	*HDI
1.						YES/NO
2.						YES/NO
3.						YES/NO
4.						YES/NO
5.						YES/NO
6.						YES/NO
7.						YES/NO
8.						YES/NO

13. INDICATE ON WHICH DATE YOUR BUSINESS STARTED ITS CURRENT TYPE OF BUSINESS

----------------------	----------------------	----------------------	----------------------

*DEFINITION OF HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI) MEANS A SOUTH AFRICAN CITIZEN.

- WHO, DUE TO THE APARTHEID POLICY THAT HAD BEEN IN PLACE, HAD NO FRANCHISE IN NATIONAL ELECTIONS PRIOR TO THE INTRODUCTION OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1983 (ACT NO. 110 OF 1983) OR THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1993 (ACT NO. 200 OF 1993) ("THE INTERIM CONSTITUTION") AND/OR
 - WHO IS A FEMALE; AND/OR
 - WHO HAS A DISABILITY.

PROVIDED THAT A PERSON WHO OBTAINED SOUTH AFRICAN CITIZENSHIP ON OR AFTER THE COMING INTO EFFECT OF THE INTERIM CONSTITUTION, IS DEEMED NOT TO BE A HDI.

I (FULL NAME) HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

.....
SIGNATURE

.....
DATE

(ADDITIONAL INFORMATION MAY BE ATTACHED IF NECESSARY.)

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1K: DECLARATION IN TERMS OF THE MFMA (ACT 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

NAME OF ENTERPRISE/TENDERER* :

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Theewaterskloof Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Theewaterskloof Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

SIGNED ON BEHALF OF ENTERPRISE/TENDERER:

DATE:

*** where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule**

DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND SERVICE CHARGES SHALL BE ATTACHED TO THIS FORM.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1L : TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM
--

MBD 2

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
 - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
 - b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

1. Tax Reference Number	
2. Tax Compliance Status Pin	
3. Tax Clearance Certificate Number:	

- c. If a bidder is registered on the Theewaterskloof Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it MUST be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1M: DECLARATION OF INTEREST

MBD 4

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or he representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

YES / NO

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars.....

.....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1N: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED) – NOT APPLICABLE

MBD 5

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 10: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
--

MBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

$$Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)^{\frac{80}{20}}$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

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

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

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

.....

.....

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1P: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
--

MBD 8

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
 AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1Q: CERTIFICATE OF INDEPENDENT BID DETERMINATION
--

MBD 9

- 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).²² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 1R: SCHEDULE OF ESTIMATED LOCAL LABOUR TO BE EMPLOYED ON THE CONTRACT

DESCRIPTION	NUMBER				TOTAL
DESCRIPTION OF TASK / ELEMENT / TRADE	ARTISANS AND OR SKILLED LABOUR	SEMI-SKILLED LABOUR	LABOURERS	OTHERS	LABOUR / TASK
TOTAL ESTIMATED LOCAL LABOUR:					

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Note: where the same labour is to be re-used on various tasks the total labour/tasks and the total actual labour will differ

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 2A : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of (address)

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

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

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

Particulars of person(s) attending the meeting: (Refer to C 2.7)

Name	Signature
------------	-----------------

Capacity

Name	Signature
------------	-----------------

Capacity

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

Name	Signature
------------	-----------------

Capacity	Date & Time
----------------	-------------------

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 2B : DOCUMENTS OF INCORPORATION

The tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 2C: REGISTRATION ISSUED BY THE CIDB
--

The tenderer must attach to this page either a certificate of Contractor Registration issued by the Construction Industry Development Board or proof of registration in terms of the Construction Industry Development Board Act.

THEEWATERSKLOOF MUNICIPALITY**ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON****PROJECT REF NO. E22005****SCHEDULE 2D : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (SECTION 37(2))****AGREEMENT MADE AND ENTERED INTO BETWEEN THE THEEWATERSKLOOF MUNICIPALITY (HEREINAFTER CALLED THE "CLIENT") AND**.....
(Contractor/Mandatory/Company/CC Name)**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I,, representing

....., as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20....

Witness_____
Mandatory

Signed at on the day of 20....

**Witness
MUNICIPALITY**_____
for and on behalf of THEEWATERSKLOOF

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 2E : B-BBEE CERTIFICATE
--

The tenderer must attach to this page a **certified copy of their B-BBEE level of contribution certificate** in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a certified copy of the B-BBEE Certificate for each of the joint venture partners.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 2F : PROOF OF PAYMENT OF TENDER PARTICIPATION FEE
--

The tenderer must attach to this page proof of payment of the tender participation fee as stipulated in the tender advertisement.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 2G : FORM OF INDEMNITY
--

The tenderer must complete this page

THE MUNICIPAL MANAGER

INDEMNITY

Given by (Name of Company)

of

.....
(registered address of Company) a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor),

represented herein by

..... (Name of Representative) in his capacity as

..... (Designation) of the Contractor is

duly authorized hereto by a resolution dated

To sign on behalf of the Contractor.

Whereas the Contractor has entered into a Contract dated
with (hereinafter called the Municipality) who require this indemnity from the Contractor for the :

**CONTRACT: ELEC 07/2021/22: ELECTRIFICATION OF INFORMAL HOUSES IN
RIEMVASMAAK, CALEDON**

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE :

THUS DONE AND SIGNED for and on behalf on the Contractor.

At on the day of In the

presence of the subscribing witnesses.

AS WITNESSES

1. (Designation)

2. (Designation)

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 2H : LETTER OF GOOD STANDING TO RELEVANT AUTHORITIES
--

The tenderer should attach to this page a letter from the relevant authorities indicating his good standing with regard to **UIF payments and COIDA**. Each party to a Joint Venture or Consortium shall submit separate documents. Where applicable, a **Certificate of Compliance** issued by the relevant **Bargaining Council** shall be attached to this schedule. Each party to a Joint Venture or Consortium shall submit separate documents.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 3A : 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 :
--

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SCHEDULE 3B : SPECIAL CONDITIONS OF TENDER

SPECIAL CONDITIONS OF TENDER

A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT

For the **unskilled labour** portion of this tender, i.e. **estimated R 40 000 of the value of the tender**, the Service Provider **MUST** employ all local labourers from **Caledon** where work is taking place. Contractor must comply with EPWP requirements for all unskilled labour and to supply the necessary documents to TWK Municipality to register them.

All equipment that the contractor should lease **MUST** be from the local Theewaterskloof area for example : Front Loader Digger and Jackhammer for trenches

Make use of local material for backfilling of trenches (Sand)

B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED (For information only)

Any additional information upon request must be submitted in writing within 48 hours of receipt.

C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER (For information only)

The service provider must provide the Municipality with a completed list of local labourers used, with monthly claims. The aforesaid list must be updated and submitted together with the service providers progress report and monthly invoice, inclusive of the following details:

- a. Salary / wages spent on local employees versus total wages / salary budget at site
- b. Number of local employees employed versus per total workforce at site
- c. Amount spent on local suppliers versus budgeted

Any amendments to the list requires prior approval from the Municipality.

The service provider must provide local labourers with basic on-the-job training and provide them with a reference letter after completion of their services.

The service provider must provide the Municipality with a certificate confirming payments made to the local EME sub-contractor, if applicable. This certificate must be updated and submitted together with the service providers progress report and invoice. Any changes in sub-contractors requires prior approval from the Municipality.

I HEREBY DECLARE THAT I WILL COMPLY WITH ALL THE SPECIAL CONDITIONS AS SET OUT ABOVE

If the bidder fails to sign this schedule, it will be interpreted that the bidder does not comply with the Special Conditions of Tender and therefore will be regarded as being non-responsive.

Signed

Date

Name

Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

PART C1 : AGREEMENT AND CONTRACT DATA
--

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Performance Security (Pro Forma)**
- C1.4 Form of Retention Money Guarantee (Pro Forma)**

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON: TENDER NO ELEC 07/2021/22

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

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

The offered total of the prices inclusive of Value-Added Tax is

.....

 Rand (in words);

R.....(in figures)

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

Signature(s)

Name(s)

Capacity

for the **Tenderer**

(Name and address of organization)

Name and signature
of witness

Date

2. ACCEPTANCE

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

The terms of the contract are contained in

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

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

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

Name and signature
of witness Date

3. SCHEDULE OF DEVIATIONS

Notes:

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

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

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

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

Signature(s)

Names(s)

Capacity

for the **Employer**

(Name and address of organisation)

Name and signature of witness Date

Signature(s)

Names(s)

Capacity

for the **Tenderer**

(Name and address of organisation)

Name and signature of witness Date

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the “Conditions of Contract for Construction for Building and Engineering Works designed by the Employer” as issued by FIDIC, first Edition 1999, document ISBN2-88432-022-9.

Copies of these conditions of contract may be obtained from CESA Tel no.: (0)11 463 2022.

PART 1 : DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1	DEFINITIONS
1.1.1.1	Is deleted and replaced by: “Contract” means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.
1.1.1.2	Is deleted and replaced by: “Contract Agreement” means the document called Form of Offer and Acceptance.
1.1.1.3	Is deleted and replaced by: “Letter of Acceptance” means that section of the Form of Offer and Acceptance called “Acceptance”. The date of the Letter of Acceptance shall be the date of signing the latter “Acceptance”.
1.1.1.4	Is deleted and replaced by: “Letter of Tender” means that section of the Form of Offer and Acceptance called “Offer”.
1.1.1.5	Is deleted and replaced by: “Specification” means that document entitled Scope of Work, as included the Contract, and any additions and modifications to the Scope of Work in accordance with the Contract. Such document specifies the Works.
1.1.1.7	Is deleted and replaced by: “Schedules” means the document(s) entitled Tender Schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data, lists and schedules of rates and / or prices.
1.1.1.8	Is deleted and replaced by: “Tender” means that section of the Form of Offer and Acceptance called “Offer” and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.
1.1.1.9	Is deleted.
1.1.6.6	Is deleted and replaced by: “Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 provided in terms of the Form of Guarantee contained in C1.3.
	PARTICULAR CONDITIONS
1.1.4.6	The contract foreign currency is not applicable
1.1.4.8	The contract local currency is South African Rand
1.1.6.2	The contract country is South Africa

1.1.37	DEFECTS NOTIFICATION PERIOD The defects notification period, for purposes of this contract also called the Defects liability period shall be 365 Calendar Days.
1.2	INTERPRETATION At the end of sub-clause 1.2, insert: In these conditions, provisions including, the expression cost plus reasonable profit" require this profit to be 10% of this cost.
1.3	ELECTRONIC TRANSMISSION SYSTEMS Acceptable transmission methods for all communications during the construction phase of the contract • Mail • E-mail • Fax
[1.1.22] & 1.3	EMPLOYER'S NAME AND ADDRESS Theewaterskloof Municipality, PO Box 24, Caledon, 7230
[1.1.2.4] & 1.3	ENGINEER'S NAME AND ADDRESS Neil Lyners and Associates RF (Pty) Ltd P O Box 4901, Tygervally, 7536
1.4	GOVERNING LAW South African
1.4	RULING LANGUAGE English
1.4	LANGUAGE FOR COMMUNICATIONS English
1.5	PRIORITY OF DOCUMENTS Is deleted and replaced by: The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence: a) the Form of Offer and Acceptance; b) Contract Data: Data provided by the Employer; c) the General Conditions of Contract; d) the Project Specification; e) the Tender Drawings; f) the Particular Specifications (if applicable); g) the Bills of Quantities If an ambiguity or discrepancy is found in the documents, the engineer shall issue any necessary clarification or instruction.
1.15	DETAILS TO BE CONFIDENTIAL Add clause 1.15: Both parties shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the agreement of the employer.

1.16	APPENDIX TO TENDER Add clause 1.16: Where reference is made to “Appendix to Tender” in the Conditions of Contract replace with “Contract Data”.
2.1	TIME FOR ACCESS TO SITE The Contractor can access the full site any time after the commencement date, with the onus on the Contractor to stay within the contractual completion time. However, the Contractor shall not establish on site later than one (1) calendar month after the commencement date, unless approved by the Engineer in writing.
2.4	EMPLOYER’S FINANCIAL ARRANGEMENTS <i>[Omit clause]</i>
3.1	ENGINEER’S DUTIES AND AUTHORITY The Engineer shall obtain the specific approval of the employer before taking action under the following sub-clauses of these conditions: a) Sub clause 3.1.1 – Issuing of Variation Orders
3.2	DELEGATION BY THE ENGINEER Replace the first paragraph with “..... The assignment, delegation or revocation shall be in writing and shall not take effect until a copy has been received by the Contractor”.
3.2	DELEGATED ASSISTANT The engineer may from time to time appoint an assistant or assistants on the project. The assistant shall only be authorised if the assistant has been appointed in writing. The engineer’s assistant shall have the following delegated authority: * to approve/reject any part of the project; * to perform inspections on behalf of the engineer; * to issue site instructions on behalf of the engineer; * to instruct the contractor to do any test that is deemed necessary; * to issue fault lists on behalf of the engineer; * as listed in a specific letter of delegation.
3.4	REPLACEMENT OF ENGINEER Total clause omitted for purposes of this contract.
3.6	MANAGEMENT MEETINGS Add clause 3.6: The engineer or the contractor’s representative may require the other to attend a management meeting in order to review the arrangements for future work. The engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the employer. In record, responsibilities for any actions to be taken shall be in accordance with the contract.
4.2	PERFORMANCE SECURITY In this last line of the last paragraph replace the words “Performance Certificate” with “Taking-over Certificate”.
4.2	PERFORMANCE SECURITY At the end of the second paragraph of sub-clause 4.2, insert: If the Performance Security is in the form of a bank guarantee, it shall be issued either: a) by a bank located in the country or b) directly by a foreign bank acceptable to the employer.
	If the Performance Security is not in the form of a bank guarantee, it shall be furnished by a financial entity registered, or licensed to do business, in the country. The

	performance security shall not have a calendar end date, but shall stay in full force until issuing of the “Taking over certificate”.
4.2	PERFORMANCE SECURITY Add the following: No payments shall be certified before the performance security has been handed over to the client. The performance security shall be provided by the Contractor within fourteen (14) days from the commencement date.
4.2	AMOUNT OF PERFORMANCE SECURITY 10% of Accepted contract amount, in the currencies and proportions in which the Contract Price is payable.
4.3	CONTRACTOR’S REPRESENTATIVE At the end of sub-clause 4.3, add: The Contractor’s Representative and all these persons shall also be fluent in the English language.
4.8	SAFETY PROCEDURES Add new paragraphs: f) The Contractor shall be responsible for Health and Safety as prescribed in the relevant acts. g) The Contractor shall provide a site-specific Health and Safety plan based on the employer’s Health and Safety Specification within fourteen (14) days from date of appointment.
4.10	SITE CONDITIONS Responsibility for the determination of site conditions prior to construction shall rest with the Contractor.
4.19	ELECTRICITY, WATER AND GAS Add the following at the end of sub-clause 4.19 : a) Electricity is not available at the site. b) Water is not available at the site.
4.20	EMPLOYER’S EQUIPMENT AND FREE ISSUE MATERIAL The following equipment and material is provided by the Employer, free from any defects: NONE.
4.22	SECURITY OF THE SITE Add new paragraph: c) From the date on which the site is handed over to the Contractor to the date of handover to the Client, the Contractor shall take full responsibility for the care of the Works and of all Plant intended for incorporation into the Works and all materials on the Site (installed and not installed) intended for incorporation into the Works. The cost of security to protect the Works, Plant and all materials must be priced as part of the time related P&G costs in the bill of quantities.
4.23	CONTRACTOR’S OPERATIONS ON SITE The Tenderer shall have a fully operational office in the Western Cape through which all communication with the Employer will flow for the full duration of the Contract, including the defects liability period.
6.1	STAFF AND LABOUR All unskilled labour shall be from the local community in Caledon where work will take place. Labour to be sourced from the approved Municipal database, with assistance of a CLO if required.

6.5	NORMAL WORKING HOURS Normal working hours are as follows 7h00 – 18h00 (Monday to Saturday) Non-working days are Sundays, Public holidays and end-of-the-year builder's break.																								
7.5	REJECTION Costs incurred by the Employer and applicable to re-testing or re-inspection shall include costs of the Engineer.																								
8.1	COMMENCEMENT OF WORKS The commencement date shall be the seventh (7th) working day from the date of the Letter of Acceptance. The Engineer shall give notice of the commencement date to the Contractor.																								
8.2	TIME FOR COMPLETION The start date of the Time for Completion will be the commencement date.																								
8.3	PROGRAMME Replace the first sentence of the first paragraph with : “The Contractor shall submit a detailed programme to the Engineer within 14 days of the Commencement Date.																								
8.4	EXTENSION OF TIME FOR COMPLETION No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 8.4. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work. <table> <tr><td>January</td><td>2 days</td></tr> <tr><td>February</td><td>2 days</td></tr> <tr><td>March</td><td>2 days</td></tr> <tr><td>April</td><td>2 days</td></tr> <tr><td>May</td><td>4 days</td></tr> <tr><td>June</td><td>4 days</td></tr> <tr><td>July</td><td>4 days</td></tr> <tr><td>August</td><td>4 days</td></tr> <tr><td>September</td><td>4 days</td></tr> <tr><td>October</td><td>2 days</td></tr> <tr><td>November</td><td>2 days</td></tr> <tr><td>December</td><td>2 days</td></tr> </table> Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained. It shall remain the responsibility of the Contractor to plan activities on site by taking into account any bad weather or any other factors that may have an impact on the program. In case of bad weather, work can only be stopped after consultation with the Engineer or Client. Agreement reached shall preferably be in writing before stopping of work, but if not possible must be confirmed afterwards in writing. Furthermore, the responsibility shall rest with the Contractor to provide reasons for stopping the work on site to the Engineer, especially if such stopping of work might be regarded as reason for any extension in time.	January	2 days	February	2 days	March	2 days	April	2 days	May	4 days	June	4 days	July	4 days	August	4 days	September	4 days	October	2 days	November	2 days	December	2 days
January	2 days																								
February	2 days																								
March	2 days																								
April	2 days																								
May	4 days																								
June	4 days																								
July	4 days																								
August	4 days																								
September	4 days																								
October	2 days																								
November	2 days																								
December	2 days																								

8.7	MAXIMUM AMOUNT OF DELAYS DAMAGES 5 % of the final contract price.
8.7 & 14.15(b)	DELAY DAMAGES FOR THE WORKS 0,1 % of the final contract price per day, in the currencies and proportions in which the contract price is payable.
9. 9.1	TESTS ON COMPLETION CONTRACTOR'S OBLIGATIONS Add the following at the end of paragraph 9.1: The Contractor shall do the following tests on completion: All relevant electrical tests.
11.10 13.5(b)	For purposes of this contract, the latent defects period shall be ten (10) years, starting from the date of the Performance Certificate. PROVISIONAL SUMS Percentage for overhead and profit charges 10 %. Three (3) quotations will be required for the work included in each provisional sum allowed.
13.8 Adjustment for changes in cost	ADJUSTMENTS FOR CHANGES IN COST The base date for this Contract shall be December 2021 The method of calculating adjustments for changes in costs shall be: A. CHANGES IN COST AND LEGISLATION (LABOUR, MATERIALS AND TRANSPORT) Cable Prices Excluded a) Prices will be subject to escalation as per SEIFSA price adjustment schedules. Price adjustment will be calculated in accordance with the formulae:- $PI = PO \left(\frac{M.MEI}{MSI} + \frac{L.LEI}{LSI} + \frac{B.BEI}{BSI} + \frac{D.DEI}{DSI} \right)$ - where - P = Escalated value of PO - PO = Value of work on which escalation is due - M = Value of materials as factor of PO - L = Value of labour as a factor of PO - B to D = Value of other components as factors of PO - MEI to DEI = Applicable SEIFSA end indices - MSI to DSI = Applicable SEIFSA start indices; such that the escalation per item 2 below applies. - Escalation = $(1-x)(PI-PO)$ where the factor 1-x allows for a non-escalatable profit taken by the Contractor, expressed as a decimal fraction. The value of x must be entered in the appropriate space allowed in the bill of quantities. - Escalation adjustments shall cease on the contractual completion date, or taking over date, whichever is first. b) Escalation will be calculated on the nett tariff (VAT excluded). VAT is calculated on the total amount, including escalation. c) Payment for exchange rate variations will only be considered if the value of the imported component of the contract exceeds 10 % of the nett contract value and subject to the following conditions:
	- The Tenderer must have listed the values of imported components in his tender offer; - The exchange rate on which the offer was based must have been stated in respect of currency, date and rate;

	iii) No escalation will be payable on the value of the imported components.
	B. CHANGES IN COST AND LEGISLATIONS (Cable Prices) Cable prices will be subject to escalation based on the metals and materials schedules as issued by the Association of Electrical Cable Manufacturers of South Africa (AECMSA).
	C. RATE OF EXCHANGE All imported goods that will be subject to possible exchange rate variations must clearly be listed as part of the tender offer. The Tenderer must clearly state the currency exchange rate and applicable date on which the tender offer is based.
13.8 Adjustment for changes in cost	FIXED CHARGE AND VALUE RELATED ITEMS If the contract value increases, the items for preliminary and general in the schedule of quantities will increase in relation to the increase of contract value.
	TIME RELATED ITEMS An approved extension of time will qualify the Contractor to receive payment for time related items as in the schedule of quantities in relation to the extension of time.
14.2	ADVANCE PAYMENT Advance payments will not be applicable to this contract.
14.3	METHOD OF APPLICATION Claim with detail breakdown of costs together with original tax invoice to be submitted to the Engineer by the 25 th of each month. Engineer to verify quantities.
14.3	PERCENTAGE OF RETENTION 10 % Retention.
14.3	LIMIT OF RETENTION MONEY Up to 5 % of the Accepted Contract Amount less provisional sums.
14.5	PLANT AND MATERIALS INTENDED FOR THE WORKS Percentage payment for materials on site but not included in the permanent work is 90 % (ninety percent). <i>Add the following paragraph :</i> "If so agreed in writing by the Engineer and Contractor, the provisions of this sub-clause 14.5 shall apply equally to Plant and Materials intended for incorporation in the permanent works and stored at places other than the site."
14.6	MINIMUM AMOUNT OF INTERIM PAYMENT CERTIFICATES Not applicable.
14.7	PAYMENT The period for payment shall be 30 (thirty) calendar days from date of tax invoice.
14.15	CURRENCIES OF PAYMENT The currency of account shall be the Local Currency and all payments made in accordance with the contract shall be in Local Currency.
17.6	LIMITATION OF LIABILITY In sub-clause 17.6, the sum referred to in the penultimate sentence (limit of liability) shall be the Accepted Contract Amount.

18.1 & 18.2	INSURANCE Add: The contractor will not be allowed on site until proof of all insurances has been submitted to the engineer.
	The insured amount shall be 100 % of the final contract price, including replacement values of the contractor's equipment.
18.1	EVIDENCE OF INSURANCE AND COPIES OF INSURANCE POLICIES To be provided within 14 days from the commencement date.
18.3	MINIMUM AMOUNT OF THIRD PARTY INSURANCE R2 000 000-00 (Two million rand)
20.1	DISPUTE RESOLUTION SHALL BE BY DISPUTE ADJUDICATION BOARD The DAB, shall be one sole member. If the Parties cannot agree on the member of the DAB three persons shall be appointed as provided for in 20.2.
	Dispute determinations shall be by arbitration. Where the parties fail to agree on the appointment of an Arbitrator, the SA Association of Arbitrators will nominate the Arbitrator.
20.2	Is amended by replacing the first sentence: Disputes shall be adjudicated by a DAB in accordance with Sub-Clause 20.4.
20.3	FAILURE TO AGREE DISPUTE ADJUDICATION BOARD The entity referred to in this paragraph will be the SA Association of Arbitrators.
20.4	Is amended by deleting: The word "may" in line 4 and replace with "shall first" and replace "84" in the forth and fifth paragraphs with "42".
20.4	Is amended by adding: The wording "or court proceedings as provided for in the Contract Data in the sixth paragraph after "arbitration of a dispute".
20.6	Replace with the following: If provided in the Contract Data, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, nominated on the application of either party to the entity or official named in the Contract Data, and any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore.
	In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which is current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
20.7	Is amended by adding : The wording "or court proceedings as provided for in the Contract Data" in the sixth paragraph after "arbitration".
20.9	Clause 20.9 is added : If the Contract Data provides for the court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

Clause	Description
1.1.2.3 & 1.3	The Contractor is the <i>[Enter the Legal name of the Contractor].</i> The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :
1.1.3.3	The Works shall be completed in days/weeks/months

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

C1.3 : PERFORMANCE SECURITY (PRO FORMA)

TENDER NO. ELEC 07/2021/22

WHERE AS THEEWATERSKLOOF MUNICIPALITY (hereinafter referred to as "the Employer") entered into, a Contract with

.....
 (hereinafter called "the Contractor") on the day of 20.....

for the construction of

.....
 at

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 fulfilment of such Contract by the Contractor;

AND WHEREAS

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

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion 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 Taking-over Certificate in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....(R.....)
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.....

As witnesses:

1. Signature
2. Duly authorized to sign on behalf of
.....
Address
.....
.....

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

C1.4 : FORM OF RETENTION MONEY GUARANTEE (PRO FORMA)

ISSUED TO: THEEWATERSKLOOF MUNICIPALITY (hereinafter referred to as "the Employer")

ON BEHALF OF (hereinafter referred to as "the Contractor")

in connection with

TENDER NO. ELEC 07/2021/22 (hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at or such other address in as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.
2. The Engineer's certificate referred to in Clause 1 shall certify:
 - a) that he is the Engineer in office as such in terms of the Contract;
 - b) that the Contractor is in breach of his obligations under the Contract, and
 - c) that the amount demanded, which amount the certificate shall specify,
 - i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amount of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
 - ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.
3. We shall within days after our receipt of a demand complying with the provisions of Clause 1 and 2 make payment to the Employer of the amount demanded at or at such other address in as the Employer shall in writing notify to us.
4. Subject to compliance with the provisions hereof, our liability to make the payment herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

AT for and on behalf of **(Guarantor)**

on this day of 20.....

SIGNATURE: **NAME:**
(Print)

CAPACITY:

SIGNATURE: **NAME:**
(Print)

CAPACITY:

ADDRESS:
.....
.....
.....

AS WITNESSES:

1. **NAME:**
(Print)

2. **NAME:**
(Print)

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

PART C2 : PRICING DATA

C2.1 Pricing Assumptions

C2.2 Bills of Quantities

C2.3 Data Sheets

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

C2.1 : PRICING ASSUMPTIONS

C2.1.1 PREAMBLE TO THE SCHEDULE OF PRICES

- C2.1.1.1 All prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.
- C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices where quantities and/or "Rate Only" items have been included. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**
- C2.1.1.3 **Any exclusion of any part of the specified scope of work, or exclusion of the allowances for contingencies and escalation on the Tender Summary page shall cause the tender to be regarded as non-responsive.**
- C2.1.1.4 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- C2.1.1.5 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
- C2.1.1.6 The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.
- C2.1.1.7 Any additional charges in connection with off-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer and included in the final offer submitted.
- C2.1.1.8 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT. The final offer submitted must include VAT.
- C2.1.1.9 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Engineer with approval of the Employer.
- C2.1.1.10 Schedule of Prices shall be completed **by hand** and signed in **black ink**. Corrections must be done by deleting, rewriting, and initialling next to the amendment. A soft copy of the pricing schedule shall be made available on request and can be used by the Tenderer to check arithmetic correctness. The hard copy of the Schedule of Prices in the original tender document shall however take precedence and will form part of the formal contract documentation.

C2.2

- C2.1.1.11 The final quantities for each item must be verified by the Contractor before ordering. Any discrepancy between the bill of quantities and the verified quantities must be reported to the Engineer before ordering of such material.
- C2.1.1.12 Theewaterskloof Municipality reserves the right to scale down on the Scope of Work in order for the tender value to fit into the available budget for 2021/22. The evaluation of the tender offers will however, as per the guidelines of the CIDB, be based on the full tender amounts as received.
- C2.1.1.13 For items that are not quantified, i.e., where the “Qty”-column is not populated, the contractor shall insert the quantities of the item that is foreseen to be utilised as well as the price.
- C2.1.1.14 Tenderers must note that wherever this document refers to any particular trademark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words ‘or similar/equivalent as approved’.

C2.3

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

C2.2 : BILLS OF QUANTITIES

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

C2.3 : DATA SHEETS

C2.3 DATA SHEETS

No tender for any equipment will be accepted unless the schedules have been completed where applicable. Delivery dates must be considered to determine the completion period of the contract. Missing information must be provided for the specified equipment offered or for any alternative/equivalent which the Tenderer might like to offer. When an alternative/equivalent is offered the comparative prices must be given but, only the cost of the specified items must be transferred to the schedule of quantities.

Abbreviations specific to this schedule:

N/o	=	normally open
N/c	=	normally close
max	=	maximum
min	=	minimum
L/M/H/VH	=	Low/Medium/High/Very high
O/H	=	Overhead
U/G	=	Underground

C2.3.1 11 kV CABLE

** = OR SIMILAR/EQUIVALENT

ITEM NO	DESCRIPTION	UNIT	SPECIFIED
1.	Manufacturer		
2.	Voltage rating	kV	11/6,35 kV
3.	Cable size	mm ²	95
4.	Conductors		COPPER
5.	Type		PILEDGSTA TABLE 19
6.	Marking		SABS
7.	Cost	R	
8.	Delivery period		
Additional information		All cables to have a minimum local content of 90% as per the guidelines of National Treasury	

C2.3.2 11 kV TERMINATIONS

** = OR SIMILAR/EQUIVALENT

ITEM NO	DESCRIPTION	UNIT	SPECIFIED
1.	Voltage rating	kV	11 kV
2.	Type		Heat Shrink Boot Kit (Outdoor) RICS** Boot (Indoor)
3.	Code No		
4.	Cost	R	
5.	Delivery period		
Additional information			

C2.3.3 11 kV CABLE JOINTS

** = OR SIMILAR/EQUIVALENT

ITEM NO	DESCRIPTION	UNIT	SPECIFIED
1.	Manufacturer		
2.	Voltage rating	kV	11 kV
3.	Type		COMPOUND FILLED
4.	Code No		
5.	Cost	R	
6.	Delivery period		
Additional information			

C2.3.4 MINIATURE SUBSTATIONS

** = OR SIMILAR/EQUIVALENT

ITEM NO	DESCRIPTION	UNIT	SPECIFIED
1.	Manufacturer		SGB-SMIT POWER MATLA**
2.	Enclosure material		3CR12
3.	Colour		AVOCADO GREEN
	HV Compartment:		
4.	Ring main unit (RMU)		INCLUDED
5.	Manufacturer of RMU		ABB CCV **
6.	Internal isolator		
7.	Bushings		C-TYPE

ITEM NO	DESCRIPTION	UNIT	SPECIFIED
8.	Transformer: Ratio		11.5 kV/420 V 50 Hz
9.	Windings		COPPER
10.	Internal fuses		NO
11.	Vector Group		DYN 11
	LV Compartment:		
12.	MCB's		HYDRAULIC MAGNETIC, CBI J25S & L40B**
13.	Stripple fuses		
14.	Street-light control		AS INDICATED
Additional information		- The miniature substation shall be equipped with an ENERMAX** meter with modem to measure the entire minisub busbar loading. - Miniature substations must comply with latest internal arc testing procedure as per SANS/IEC 62271-200 and 202 - Transformers to have a minimum local content of 90% as per the guidelines of National Treasury.	

C2.3.5 LV RETICULATION CABLES

** = OR SIMILAR/EQUIVALENT

ITEM NO	DESCRIPTION	UNIT	SPECIFIED
1.	Manufacturer		
2.	Voltage rating	V	600/1 000 V
3.	Conductors		ALUMINIUM/COPPER (AS INDICATED ON DRAWINGS)
4.	Type		PVC SWA PVC
5.	Marking		SABS
6.	Delivery period		
Additional information		All cables to have a minimum local content of 90% as per the guidelines of National Treasury	

C2.3.6 LOW VOLTAGE BUNDLE CONDUCTOR

** = OR SIMILAR/EQUIVALENT

ITEM NO	DESCRIPTION	UNIT	SPECIFIED
1.	Manufacturer		ABERDARE**
2.	Voltage		600 / 1000 V
3.	Conductors		ALUMINIUM
4.	Type		4-CORE + 1 (25 mm ²) FOR STREETLIGHTS. NEUTRAL-SUPPORTED
5.	Marking		SABS
6.	Cost		
7.	Delivery period		
Additional information		House connection cables to be 10 mm ² Airdac type (SNE) with stranded pilot wires (2 off)	

C2.3.7 CONSUMER DISTRIBUTION UNITS – POLE MOUNTED

** = OR SIMILAR/EQUIVALENT

	DESCRIPTION	UNIT	SPECIFIED
1.	Manufacturer		PPS/GOLNIX**
2.	Enclosure material		POLY-ETHYLENE
3.	Colour		GREY
4.	MCB's rating		50 A CURVE 1
5.	kWh meters		PRE-PAYMENT
6.	Type / Code No		POLE MOUNTED
7.	Cost		
8.	Delivery period		
Additional information		kWh meters to be split pre-payment type, and therefor pole boxes to make provision for circuit breakers and active parts of meters	

C2.3.8 PRE-PAYMENT METERS

** = OR SIMILAR/EQUIVALENT

	DESCRIPTION	UNIT	SPECIFIED
1.	Manufacturer		CONLOG**
2.	Type		SPLIT WBEC 44
3.	Rated Voltage		240 V
4.	Marking		NRS 009/1
5.	Cost		
6.	Delivery period		
Additional information		All pre-payment meters to have a minimum local content of 70% as per the guidelines of National Treasury	

C2.3.9 READY BOARDS

** = OR SIMILAR/EQUIVALENT

ITEM NO	DESCRIPTION	UNIT	SPECIFIED
1. 2. 3. 4. 5. 6.	Manufacturer Type Rated voltage Marking Cost Delivery period		CBI** SINGLE LIGHT FITTING ON TOP 600 V
Additional information		Ready boards shall be equipped as follows: • 1 x 60A 2,5 kA single phase earth leakage unit with overload property • 1 x 10A 2,5 kA single pole circuit breaker (lighting) • 1 x 20A 2,5 kA single pole circuit breaker (socket outlets) • 3 x 16A 3 pin switched socket outlets • 1 x Bulkhead type acrylic luminaire with 7W LED lamp with switch	

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

PART C3 : SCOPE OF WORK

C3.1 Project Specification

- Section 1 : General
- Section 2 : Electrical Construction
- Section 3 : Applicable Standards and Specifications
- Section 4 : Tender Drawings

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

C3.1 : DESCRIPTION OF THE WORKS
--

ITEM	DESCRIPTION	PAGE
-------------	--------------------	-------------

SECTION 1 : GENERAL

SECTION 2 : ELECTRICAL CONSTRUCTION

SECTION 3 : APPLICABLE STANDARDS AND SPECIFICATIONS

SECTION 4 : TENDER DRAWINGS

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

C3.1 : PROJECT SPECIFICATION

SECTION 1: GENERAL

C3.1.1 SCOPE

This tender comprises the electrification of approximately 100 informal houses in the Riemvasmaak area in Caledon.

This specification calls for the following:

- a) 11kV underground cables;
- b) Miniature substation;
- c) Low voltage underground cables;
- d) Low voltage overhead bundle conductor;
- e) Pole mounted consumer distribution units;
- f) Underground consumer connections; and
- g) Ready boards and pre-payment meters.

C3.1.2 DESCRIPTION OF THE SITE AND ACCESS

- The area is indicated on the included plans. Access will be via existing roads.
- Tenderers must acquaint themselves with the specific underground conditions.

C3.1.3 DETAILS OF THE CONTRACT

The works will be carried out as a direct electrical contract. Trenching and backfilling will be done by the Electrical Contractor.

It is a pre-requisite of this tender that local labour be used during the execution of the contract. Minimum criteria applicable to the use of local labour are as per the Contract Conditions and Special Conditions of Tender.

C3.1.4 CONSTRUCTION PROGRAMME

A detailed construction programme shall be submitted within fourteen (14) days of the commencement date.

C3.1.5 SITE FACILITIES AVAILABLE

Site facilities and any services required by the Contractor shall be negotiated directly with the Municipality.

C3.1.6 WORKS LAYOUTS

The general layout of the works is shown on the drawings included as stipulated in Section 4 of C3.1.

C3.1.7 COMPLIANCE WITH OH&S ACT

The complete installation shall be in accordance with the Occupational Health and Safety Act (Act 85, 1993), and must comply with all requirements as per the Construction Regulations of 2014.

For the protection of excavations, including trenches and poleholes, only plastic barricading netting will be allowed.

C3.1.8 TESTING

Test certificates from the manufacturer for all 11 kV switchgear and transformers must be provided. The cable and earth measurements must be done with the Engineer present.

The earth resistance may not be more than:

- a) For transformers MV earth electrode : 1 ohm
- b) For LV earth electrode : 10 ohm

All medium voltage cables must be pressure-tested as per the guidelines of the manufacturer. Certificates for these tests must be provided to the Engineer.

All costs applicable to the above tests, and any other tests that might be required for proving the works to be safe and in compliance with the scope of work, shall be taken as included in the offer submitted.

C3.1.9 CONTRACTOR OFFICE, STORES AND FACILITIES

The provision of a site office is necessary for this contract. Store facilities must be provided by the Contractor.

C3.1.10 ITEMS REQUIRING SPECIAL ATTENTION

As the work progresses, the Contractor must keep an accurate record of any variation or deviation from the original drawings as approved by the Engineer. The actual position of all equipment as installed on site shall be noted on the drawings. The completion certificate will not be issued unless these "as built" drawings have been submitted to the Engineer.

C3.1.11 CABLE AND SERVICE CROSSINGS

The Contractor shall take care during trenching not to damage any existing services and shall liaise with the following parties to establish exact positions of services prior to trenching or installing poles. **It is the responsibility of the Contractor to obtain wayleaves as necessary.**

- a) Theewaterskloof Municipality – Electrical
- b) Theewaterskloof Municipality – Civil
- c) Telkom/Neotel/Dark Fibre Africa and other fibre service providers
- d) Eskom (If applicable)

C3.1.12 CABLE JOINTS

Cable lengths in the schedule of quantities are provisional and the Contractor is responsible to determine the correct length of cable before it is cut. No joint will be allowed in any length of cable less than 300 metres.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SECTION 2 : ELECTRICAL CONSTRUCTION

THE SPECIFIC TECHNICAL CONSTRUCTION DETAILS FOR THIS PROJECT ARE AS FOLLOWS:

PS.1 **11 kV UNDERGROUND CABLES**PS.1.1 **TYPE**

The cables must be of the paper insulated type with lead cover and double steel tape armouring. It must be 3-core copper and must comply with Table 19 of SANS 97. The sizes of the cables are shown on the drawings.

PS.1.2 **INSTALLATION**

The cables must be installed underground along the routes as shown on the drawings. The provision of the required bedding for the cables, backfilling and compacting shall be in accordance with SANS 1200.

Warning tape shall be installed 250 mm above the cable. The position of the cable trenches must be finalised with the Engineer before excavations start. All 11 kV cables must be installed 1 000 mm underground. A 100mm bedding and 300mm blanket consisting of clean sand shall be used for the installation of the cable.

All street-crossings shall be by means of 160 mm PVC ducts. Only one 11 kV cable per duct will be allowed.

All cable connections to equipment shall be by means of proper heat-shrink terminations and using insulating adapter right angle boots on terminals.

PS.2 **MINIATURE SUBSTATIONS**PS.2.1 **TYPE**

The miniature substations shall be supplied and installed on the positions as shown in the drawings. The specific preferred type is as in the data sheets, or similar / equivalent type but as approved by the Engineer. The full unit shall be type tested with approved certificates.

The substation, including the ring main unit as applicable, shall be made out of 3CR12 with all bolts, nuts, washers, hinges and three-point locking system and outside door handles made from stainless steel.

The colour of the miniature substation shall be avocado green according to SABS 1091. Numbering system will be as on the drawings, but needs to be confirmed before manufacturing. All labels, inside and outside, shall be fastened using stainless steel pop-rivets.

The miniature substation shall be fitted with a vandal proof cover over the locking mechanism.

A stick-on impact indicator (shock-watch label) shall be attached to the transformer.

The size and weight of the miniature substation, as well as "MV/LV" signs, must be stenciled on the outside.

The supplier of the miniature substation shall submit drawings of the plinth to the Engineer for approval, before construction can commence. A 20mm thick wax impregnated polyurethane foam strip shall be placed between the miniature substation base frame and the plinth.

The miniature substation shall be designed for coastal conditions. The 11 kV conductors between the transformer and the ring main unit shall be screened and connected onto proper C type bushings on the transformer. The miniature substation shall be fitted with strip heaters with ON/OFF switches and temperature control. It shall furthermore be equipped with an ENERMAX+ bulk energy meter (or similar/equivalent) with modem, aerial and test blocks as per Theewaterskloof Municipality's Guidelines.

PS.2.2 RING MAIN UNIT

The ring main unit (specific SF6 or vacuum type with 2 x isolators and 1 x circuit breaker as in the Data Sheets), the transformer and the low voltage compartments shall form an integral part. The MV cable shall be terminated on the ring main unit with heat-shrink terminations and RICS boots or similar/equivalent as approved.

The relay on the breaker of the ring main unit shall be set for the miniature substation size. Confirmation of this shall be provided with the miniature substation test certificates.

The incoming cable feeder shall be equipped with an earth fault indicator.

PS.2.3 TRANSFORMER

The transformer must be hermetically sealed. It shall have a SABS 780 certificate. The rating of each transformer is as shown on the drawings.

PS.2.4 LOW VOLTAGE COMPARTMENT

The low voltage compartment of the miniature substations must contain the equipment in accordance with the panel layout as shown in the single line diagrams.

This compartment must also contain the circuit for street-light control as shown in the single line diagrams. The streetlight contactor shall be housed on the side of the miniature substation together with the rest of the streetlight control.

Labels must be provided according to the above-mentioned drawings.

The low voltage cable shall be terminated by using K-clamps.

The existing low voltage cables shall be connected to the new miniature substation as indicated on the drawings.

PS.2.5 EARTHING

The miniature substation shall be earthed at the MV and LV side. The two earths shall be interconnected if an earth reading of 1 ohm is achieved.

The MV earth electrode shall consist of a 60 m x 70 mm² hard or soft drawn copper conductor. A continuous copper conductor rated at the next standard size of half the cross-sectional area of the LV cable (as shown on the drawings), with a minimum of 35 mm², will be installed on the LV side which run together with all low voltage cables and connected onto the neutral busbars of the kiosks.

Equipotential earthing, 70 mm² hard or soft drawn copper conductor, shall also be installed around the miniature substation and connected onto the earth point of the miniature substation.

PS.3 LOW VOLTAGE UNDERGROUND CABLES**PS.3.1 TYPE**

The cables must be of the PVC SWA PVC 4-core type with conductor type and cable sizes as on the drawings.

PS.3.2 INSTALLATION

The cables must be installed underground along the routes as shown on the drawings. The cable must, where applicable, be installed in the same trench as the MV cable and other services.

All street-crossings shall be by means of 110 mm PVC ducts. Only one LV cable per duct will be allowed.

Cables must be buried 750 mm deep with warning tape 250 mm above it. A 100mm bedding and 100mm blanket consisting of clean sand shall be used for the installation of the cables.

The cables shall be terminated at the miniature substations using K-clamps, and onto the ABC system using the "comb" method as shown on the drawings.

A continuous earth conductor shall be installed together with all the LV cables and terminated in the miniature substation and onto the neutral conductor of the ABC system using 2 x IPC connectors.

PS.4 OVERHEAD LOW VOLTAGE BUNDLE CONDUCTORS**PS.4.1 TYPE**

The overhead bundle conductors shall be of the 4-core type (neutral supported) and with one additional conductor for future street-lighting. Specific type shall be as per the Data Sheets.

PS.4.2 INSTALLATION

The bundle conductors shall be installed on 9 m poles and on the positions as shown on the drawings.

The 9 m poles shall have minimum top diameters of between 140 and 160 mm. Planting depths shall be 1,5 m for the 9 m poles. Pine species Class A in accordance with SANS 753 shall be used. All poles shall be specifically selected, preferably of the "shaved" type, and with crook and sweep reduced by 60% from the SANS permissible values.

Stay warning pipes shall be installed on all stays. These stay guards shall enclose the stay wire from the top of the stay rod to minimum 2m above ground. The pipes shall be painted bright yellow with black stripes and must be easily visible during day or night-time. A clamp shall be fitted to the stay wire just above the warning pipe to prevent any sliding of the pipe along the stay wire.

All strut poles, transformer poles and cable installation poles must be equipped with anti-climbing strips.

The IPC's and all other mounting material shall comply with NRS 018-3 and NRS 018-5.

PS.4.3 EARTHING

The neutral conductor shall be earthed at the start and end of the lines, at each T-of point and at any other point necessary in order not to have more than 200 m between earth points.

The earthing conductor on the poles shall be of the insulated 16 mm² type, and protected by a 4 m galvanised pipe against poles. The wire shall be fastened to the pole with u-nails for the

total length above the galvanised pipe. The earth electrode shall be such that the required maximum of 10 ohm earth resistance is achieved.

PS.5 POLE-MOUNTED CONSUMER DISTRIBUTION UNITS

PS.5.1 TYPE

The consumer distribution units shall be manufactured from poly-ethylene and of the specific type as per the Data Sheets.

The total number of consumers and layout of circuit breakers shall be as shown on the single line diagram. The circuit breakers shall be of the 50 A Curve 1 type. Provision for the active parts of pre-payment meters is necessary. The active parts of the meters shall be installed with separate neutral connections from the neutral bar to each unit.

External labels and warning signs shall be fastened using stainless steel pop-rivets. The name label of the kiosk shall be pop-riveted in the middle as well.

PS.5.2 INSTALLATION

The consumer distribution units shall be installed on the poles as shown on the drawings. It shall be installed underneath the bundle conductor.

The CDU shall be connected onto the overhead bundle conductors by means of 25 mm² PVC insulated copper conductors, and by using brass glands in the kiosk. Phasing shall be as shown on the single line diagram. A single combined earth/neutral conductor shall be used. Only one phase shall be used per CDU. The neutral conductor shall be clamped twice.

PS.6 UNDERGROUND CONSUMER CONNECTIONS

PS.6.1 TYPE

The cables must be of the 10 mm² Airdac SNE type with copper conductors (split concentric) with 2 x 1mm² stranded pilot wires.

PS.6.2 INSTALLATION

The cables must be installed underground along the routes as shown on the drawings. The cables must, wherever applicable, be installed in the same trench as other services.

All street-crossings shall be by means of 110mm PVC ducts. A maximum of 4 consumer cables will be allowed per duct.

Cables must be buried 750 mm deep, with warning tape 250 mm above it.

At the house, the cable shall be installed in a protected galvanized sleeve as applicable, and terminated on the inside of the house in the ready board. The position of the ready board, the specific installation thereof as well as the method of installation of the consumer cable will be confirmed by the Engineer on site.

At the pole, each house connection cable shall individually be installed in a 4m length protective galvanized sleeve, fastened to the pole by using stainless steel strapping.

PS.7 METERS AND READY BOARDS

PS.7.1 Type

The pre-payment meters shall be of the CONLOG WBEC as currently used by the Municipality. It shall be a 20 digit STS type and set at 20 A.

The ready boards shall be of the specific type as per the data sheets and as currently used by the Municipality.

PS.7.2 Installation

The ready board and pre-payment meter shall be mounted together on a base and attached to the wall inside each house and on the specific position as confirmed by the Engineer. The base shall be manufactured from fibre-glass and mounted onto the wall by using Fisher plugs (or similar) and brass screws. Specific methods for installation in informal houses shall be confirmed by the Engineer.

A COC shall be issued for each house which shall amongst others include an earthing test, polarity test and info of the erf number, beneficiary name and ID number. A letter confirming the transfer of ownership of the ready board to the beneficiary must be compiled by the Contractor and signed by each homeowner.

The Contractor will be responsible for compiling a list of erf numbers and meter serial numbers with corresponding information of consumers. The list shall be handed over to the Municipality who will do the registration process of the meters onto the vending system.

PS.8 GENERAL

PS.8.1 EXCAVATIONS

All excavations must comply with SANS 1200 LC.

The general soil conditions will vary from area to area. The Contractor shall familiarise himself with the various ground conditions found in each area. For the purposes of this contract and due to the different soil conditions, excavations shall be classified into "Normal Excavation", "Difficult Excavation" and "Hard Rock Excavation". The Engineer shall approve the classification of any excavation and the rate used before work is done. The Contractor shall identify and mark all areas that are to be excavated by chalk to indicate the cable route and to ensure straight lines for excavations.

a) Normal Excavations

Digging, loosening or removal of the soil material making use of normal hand tools e.g. pick, shovels etc.

b) Difficult Excavations

Digging, loosening or removal of hard material that can only be practically done with the use of mechanical plant. Hard dry clay, soil containing layers of rock, paved surfaces, road crossings etc can be categorised as difficult excavation materials. The Contractor shall obtain authority before any difficult excavation is done.

c) Hard Rock Excavations

Hard rock excavation shall be excavation in material that cannot be efficiently removed without blasting or without wedging and splitting before removal. The Contractor shall obtain authority before any hard rock excavation is done.

The excavations for this project will be done by the electrical contractor. The electrical contractor will be responsible for checking the depth of the trenches and the compliance thereof with requirements.

The electrical contractor shall do the excavations according to the drawings. He shall also provide appropriate bedding and blanket (100mm thickness each). The electrical contractor will be responsible for laying the cable.

The electrical contractor shall do the backfilling and install the danger tape. Trenches for road crossings shall be backfilled with clean compactable sand and excavated material removed from site.

All re-instatements of the disturbed areas shall be done by the electrical contractor to the satisfaction of the Engineer. For asphalted road surfaces a 30mm thick continuously graded medium asphalt layer using 60/70 penetration grade asphalt on MC-30 cutback bitumen prime coat shall be put down, whilst for pavements/sidewalks it shall be 20mm thick fine graded asphalt using 60/70 penetration grade asphalt on MC-30 cutback bitumen prime coat. Proper sub-base material to the Engineer's approval shall be used.

PS.8.2

DUCTS

All sleeves shall be class 34 uPVC or class 400 Corflo and be installed by the electrical contractor. The installations shall be according to the drawings.

A draw wire shall be installed in each duct. The ducts shall extent 1,0 metre from the kerb line and the kerb shall be marked with a groove that shall indicate the number of ducts.

The ducts shall be buried 1,0 metre deep and the ends shall be sealed off.

Trenches for sleeves shall be backfilled with clean sand and compacted. Re-instatement shall be done as per the requirements of the specific area.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

SECTION 3: APPLICABLE STANDARDS AND SPECIFICATIONS

The following minimum specifications will form an integral part of the contract as applicable, but are not provided with this document:

SANS 507 / NRS 034 -GUIDELINES FOR THE PROVISION OF ELECTRICITY DISTRIBUTION NETWORKS IN RESIDENTIAL AREAS

SANS 1200 AA - GENERAL (SMALL WORKS)

SANS 1200 C - SITE CLEARANCE

SANS 1200 LC - CABLE DUCTS

SANS 1029 - MINIATURE SUBSTATIONS FOR RATED AC VOLTAGES UP TO 24KV

SANS 10198 - THE SELECTION, HANDLING AND INSTALLATION OF ELECTRIC POWER CABLES OF RATING NOT EXCEEDING 33KV

SANS 097 - ELECTRIC CABLES – IMPREGNATED PAPER-INSULATED METAL-SHEATHED CABLES FOR RATED VOLTAGES 3,3/3,3 KV TO 19/33 KV

SANS 1418 - AERIAL BUNDLED CONDUCTOR SYSTEMS

SANS 10280 - OVERHEAD POWER LINES FOR CONDITIONS PREVAILING IN SOUTH AFRICA

SANS 182 - CONDUCTORS FOR OVERHEAD ELECTRICAL TRANSMISSION LINES

SANS 1339 - ELECTRIC CABLES – CROSS LINKED POLYETHYLENE (XLPE) INSULATED CABLES FOR RATED VOLTAGES 3,8/6,6 KV TO 19/33 KV

SANS 10142-1 - THE WIRING OF PREMISES PART 1

SANS 60056 - HIGH VOLTAGE ALTERNATING CURRENT CIRCUIT BREAKERS

SANS 60265-1 - HIGH VOLTAGE SWITCHES PART 1 : SWITCHES RATED FOR VOLTAGES 1KV AND LESS YHAN 52KV

SANS 1524-1 - ELECTRICITY PAYMENT SYSTEMS PART 1 : PREPAYMENT METERS

SANS 1619 - SMALL POWER DISTRIBUTION UNITS (READY BOARDS) FOR SINGLE PHASE 230V SERVICE CONNECTIONS

SANS 60044 - INSTRUMENTATION TRANSFORMERS

SANS 1652 - BATTERY CHARGERS – INDUSTRIAL TYPE

SANS 10199 - THE DESIGN AND INSTALLATION OF AN EARTH ELECTRODE

SANS 10292 - EARTHING OF LOW-VOLTAGE (LV) DISTRIBUTION SYSTEMS

SANS 10098 - PUBLIC LIGHTING

SANS 1277	- STREET LIGHTING LUMINAIRES
SANS 753	- PINE POLES, CROSS ARMS AND SPACERS FOR POWER DISTRIBUTION, TELEPHONE SYSTEMS AND STREETLIGHTING
SANS 60305	- INSULATORS FOR OVERHEAD LINES WITH NOMINAL VOLTAGE ABOVE 1000V – CERAMIC OR GLASS INSULATOR UNIT FOR AC SYSTEMS – CHARACTERISTICS OF INSULATOR UNITS OF THE CAP AND PIN TYPE
SANS 60383	- INSULATORS FOR OVERHEAD LINES WITH NOMINAL VOLTAGE ABOVE 1000V
SANS 60720	- CHARACTERISTICS OF LINE POST INSULATORS
SANS 60815	- GUIDE TO THE SELECTION OF INSULATORS IN RESPECT OF POLLUTED CONDITIONS
SANS 61109	- COMPOSITE INSULATORS FOR AC OVERHEAD LINES WITH A NOMINAL VOLTAGE GREATER THAN 1000V
NRS 032	- SERVICE DISTRIBUTION BOXES – POLE MOUNTED TYPES FOR OVERHEAD SINGLE PHASE AC SERVICE CONNECTIONS AT 230V
NRS 038	- CONCRETE POLES
NRS 056	- SERVICE DISTRIBUTION BOXES – METER KIOSKS AND DISTRIBUTION KIOSKS
NRS 066	- MEDIUM VOLTAGE INSULATORS
NRS 018	- FITTINGS AND CONNECTORS FOR LOW VOLTAGE OVERHEAD POWER LINES USING AERIAL BUNDLED CONDUCTORS
NRS 033	- ELECTRICITY DISTRIBUTION – GUIDELINES FOR THE APPLICATION DESIGN, PLANNING AND CONSTRUCTION OF MEDIUM VOLTAGE OVERHEAD LINES UP TO AND INCLUDING 33 KV, USING WOODEN POLE STRUCTURES AND BARE CONDUCTORS
NRS 057	- CODE OF PRACTISE FOR ELECTRICITY METERING

The latest edition at the time of tender of the above specifications shall apply.

THEEWATERSKLOOF MUNICIPALITY**ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON****PROJECT REF NO. E22005****SECTION 4 : TENDER DRAWINGS****1. GENERAL**

The following drawings shall form part of the specification. Any discrepancy between specifications and drawing shall be referred to the Engineer for resolution at tender stage.

2. LIST OF PROJECT DRAWINGS

Drawing No	Description
E22005/01	Medium Voltage Layout
E22005/02	Low Voltage Layout
E22005/03	Consumer Connection Layout
E22005/04	Sleeve and Excavation Layout
E22005/05	Single Line Diagram for MS SAVIVA 3

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

APPENDIX A

CIDB STANDARD CONDITIONS OF TENDER

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

CIDB STANDARD CONDITIONS OF TENDER

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692, of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823, of 30 January 2009, Board Notice No 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice No 136 of 2015 in Government Gazette No 38960 of 10 July 2015 .

This August 2019 edition incorporates the amendments made in Board Notice No 423 of 2019, published in Government Gazette no. 42622 of 8 August 2019.

C.1 General**C.1.1 Actions**

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.*

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

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.

C.1.3.1 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.2 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 fulfill his or her duties impartially;
 - ii) an individual or tenderer 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 tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- 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;
- 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;

C.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.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.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.

C.1.6.3.2 Option 2

C.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.

C.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.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of tendering

C.2.2.1 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.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.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.

C.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.

C.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.

C.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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.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.

C.2.10 Pricing the tender offer

C.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 fourteen (14) days before the closing time stated in the tender data.

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

C.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.

C.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.

C.2.11 Alterations to documents

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.

C.2.12 Alternative tender offers

C.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.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

C.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.

C.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.

C.2.16 Tender offer validity

C.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.

C.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.

C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.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 C.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.

C.2.18 Provide other material

C.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.

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

C.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.

C.2.20 Submit securities, bonds and policies

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.

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

C.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 (3) working 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 collected tender documents.

C.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.

C.3.4 Opening of tender submissions

- C.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.
- C.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, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

- C.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.
- C.3.5.2 Evaluate functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.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.

C.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.

C.3.8 Test for responsiveness

- C.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.

C.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.

C.3.9 Arithmetical errors, omissions and discrepancies

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

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.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.

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

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

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

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish

the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.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.

C.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:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

C.3.14 Prepare contract documents

C.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.

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

C.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.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.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.

C.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.

THEEWATERSKLOOF MUNICIPALITY

ELECTRIFICATION OF INFORMAL HOUSES IN RIEMVASMAAK, CALEDON

PROJECT REF NO. E22005

APPENDIX B

HEALTH AND SAFETY SPECIFICATION